



**UNION SANITARY DISTRICT BOARD MEETING/
UNION SANITARY DISTRICT FINANCING AUTHORITY
AGENDA**

**Monday, February 22, 2021
Regular Meeting - 4:00 P.M.**

**Union Sanitary District
Administration Building
5072 Benson Road
Union City, CA 94587**

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 31, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, February 22, 2021, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below to listen to the Board Meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 849 2324 4514 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/84923244514>

	1.	Call to Order.
	2.	Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
	3.	Roll Call.
Motion	4.	Approve Minutes of the Union Sanitary District Board Meeting of February 8, 2021.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of February 9, 2021.
Information	6.	Operations Report: a) January 2021 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committee)</i> . b) Fiscal Year 2021 2 nd Quarter Managed Investment Portfolio Report <i>(to be reviewed by the Budget & Finance Committee)</i> .
	7.	Written Communications.
	8.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	9.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for Value Engineering, Constructability Review, and Construction Management Services for the Enhanced Treatment and Site Upgrade Phase 1A Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	10.	Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	11.	Consider a Resolution to Accept a Sanitary Sewer Easement, Quitclaim Two Sanitary Sewer Easements and Quitclaim Part of a Sanitary Sewer Easement for Tract 8314 – Palm Avenue Property, Located Near Tangelo Court and San Marco Avenue, in the City of Fremont <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	12.	Review and Consider Approval of Policy No. 5160, Legal Defense for Violation of Environmental Laws and Rescind Resolution No. 2351.1, Providing for Defense of Criminal or Civil Action or Proceeding for Union Sanitary District Employees and Elected Officials Charged with a Violation of Certain Environmental Law <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	13.	Authorize the General Manager to Execute Task Order No. 2 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .

Information	14.	Receive Update on Conflict of Interest Code Biennial Review.
Information	15.	Report on the East Bay Dischargers Authority Meeting of January 21, 2021.
Information	16.	COVID-19 Update.
Information	17.	Check Register.
Information	18.	<p>Committee Meeting Reports. <i>(No Board action is taken at Committee meetings):</i></p> <p>a. Legal/Community Affairs Committee – Thursday, February 18, 2021, at 1:00 p.m.</p> <ul style="list-style-type: none"> • Director Toy and Director Fernandez <p>b. Budget & Finance Committee – Friday, February 19, 2021, at 10:00 a.m.</p> <ul style="list-style-type: none"> • Director Kite and Director Toy <p>c. Engineering and Information Technology Committee – Friday, February 19, 2021, at 11:00 a.m.</p> <ul style="list-style-type: none"> • Director Lathi and Director Handley <p>d. Legislative Committee – will not meet.</p> <p>e. Personnel Committee – will not meet.</p>
Information	19.	General Manager’s Report. <i>(Information on recent issues of interest to the Board).</i>
	20.	<p>Other Business:</p> <p>a. Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i></p> <p>b. Scheduling matters for future consideration.</p>
	21.	Adjournment – The Board will adjourn to a Combined Board Workshop to be held virtually on Wednesday, February 24, 2021, at 4:00 p.m.
	22.	Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, March 8, 2021, at 4:00 p.m.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager’s office at (510) 477-7503 at least 24 hours in advance of the meeting.



LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Toy and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Thursday, February 18, 2021

1:00 P.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order
2. Roll Call
3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.
4. Items to be reviewed for the Regular Board meeting of February 22, 2021:
 - January 2021 Monthly Operations Report – Odor and Work Group Reports
 - Consider a Resolution to Accept a Sanitary Sewer Easement, Quitclaim Two Sanitary Sewer Easements and Quitclaim Part of a Sanitary Sewer Easement for Tract 8314 – Palm Avenue Property, Located near Tangelo Court and San Marco Avenue, in the City of Fremont
 - Review and Consider Approval of Policy No. 5160, Legal Defense for Violation of Environmental Laws and Rescind Resolution No. 2351.1, Providing for Defense of Criminal or Civil Action or Proceeding for Union Sanitary District Employees and Elected Officials Charged with a Violation of Certain Environmental Law
5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.
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BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Kite and Director Toy

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Friday, February 19, 2021
10:00 A.M.

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

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1. Call to Order
2. Roll Call
3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.
4. Items to be reviewed for the Regular Board meeting of February 22, 2021:
 - January 2021 Monthly Operations Report – Financial Reports
 - Fiscal Year 2021 2nd Quarter Managed Investment Portfolio
5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.
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**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Lathi and Director Handley

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

AGENDA
Friday, February 19, 2021
11:00 A.M.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of February 22, 2021:

- Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for Value Engineering, Constructability Review, and Construction Management Services for the Enhanced Treatment and Site Upgrade Phase 1A Project
 - Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project
 - Authorize the General Manager to Execute Task Order No. 2 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project
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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.
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The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
February 8, 2021**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 16, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, February 8, 2021, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to listen to the Board Meeting, and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Handley called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

SALUTE TO THE FLAG

ROLL CALL

PRESENT: Tom Handley, President
Pat Kite, Vice President
Anjali Lathi, Secretary
Manny Fernandez, Director
Jennifer Toy, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Sami Ghossain, Technical Services Manager
James Schofield, Collection Services Manager
Robert Simonich, Fabrication Construction and Maintenance Manager
Armando Lopez, Treatment and Disposal Services Manager
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF JANUARY 20, 2021

It was moved by Director Fernandez, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of January 20, 2021. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF JANUARY 25, 2021

It was moved by Director Toy, seconded by Secretary Lathi, to Approve the Minutes of the Board Meeting of January 25, 2021. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF JANUARY 27, 2021

It was moved by Vice President Kite, seconded by Secretary Lathi, to Approve the Minutes of the Special Board Meeting of January 27, 2021. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

REVIEW AND CONSIDER APPROVAL OF POLICY NO. 2755, PROCUREMENT POLICY

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the Board reviewed and provided feedback regarding proposed revisions to the Procurement Policy at the Board workshop held January 20, 2021. There was a discussion regarding the proposed increase to the Coaches purchasing authority, staff presented additional information and the Board agreed to go with staff's recommendation. Additional text was added at the bottom of Attachment A to memorialize specific language pertaining to change orders. Staff recommended the Board review and consider approval of Policy No. 2755, Procurement Policy.

It was moved by Secretary Lathi, seconded by Vice President Kite, to Approve Policy No. 2755, Procurement Policy. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None

ABSENT: None

REVIEW AND CONSIDER APPROVAL OF POLICY NO. 2075, SURPLUS PROPERTY DISPOSAL POLICY

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated there were no recommended changes to Policy No. 2075, Surplus Property Disposal Policy. Staff made minor administrative updates and clarifications to the Policy. Policy No. 2075 requires review and approval by the Board of Directors every three years. Staff recommended the Board review and consider approval of Policy No. 2075, Surplus Property Disposal Policy.

It was moved by Director Toy, seconded by Vice President Kite, to Approve Policy No. 2075, Surplus Property Disposal Policy. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 14 WITH BROWN AND CALDWELL FOR THE STEP II PLANT SUBSURFACE INVESTIGATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the purpose of the task order was to authorize annual groundwater monitoring services for the subsurface investigation at the Alvarado Wastewater Treatment Plant for years 2021 through 2025. The scope of services of Task Order No. 14 with Brown and Caldwell will include project management, groundwater sampling, analysis field activities, and monitoring reports for five years. Staff recommended the Board authorize the General Manager to execute Task Order No. 14 with Brown and Caldwell in the amount of \$50,242, for years 2021 through 2025, to provide annual groundwater monitoring services at the Alvarado Wastewater Treatment Plant for the Step II Plant Subsurface Investigation.

It was moved by Secretary Lathi, seconded by Director Toy, to Authorize the General Manager to Execute Task Order No. 14 with Brown and Caldwell in the Amount of \$50,242, for Years 2021 through 2025, to Provide Annual Groundwater Monitoring Services at the Alvarado Wastewater Treatment Plant for the Step II Plant Subsurface Investigation. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

RECEIVE UPDATE ON DISTRICT BRANDING INITIATIVE AND PROVIDE DIRECTION

Executive Assistant to the General Manager/Board Clerk McEvoy stated staff worked with Pier 2 Marketing to develop branding concepts. The Board was involved in the process and provided feedback during a series of Board workshops. The Board previously

directed staff to choose the final concept. A branding survey was sent to all District employees and the concept overwhelmingly preferred by staff was featured in the Board meeting packet. The Board directed staff to research actions required for the Board to consider a potential name change and present the findings at a future Board meeting.

INFORMATION ITEMS:

COVID-19 Update

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and coordinated efforts.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance and Engineering and Information Technology Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge stated the following:

- The Enhanced Treatment and Site Upgrade Phase 1 Update Board Workshop will be conducted virtually on Tuesday, February 9, 2021.
- General Manager Eldredge expressed appreciation to the Board for their support as staff worked to accomplish significant updates to the Procurement Policy.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:25 p.m. to a Board Workshop to be held virtually at 4:00 p.m. on Tuesday, February 9, 2021.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

ANJALI LATHI
SECRETARY

APPROVED:

TOM HANDLEY
PRESIDENT

Adopted this 22nd day of February 2021

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 9, 2021**

Consistent with Executive Order No. N-25-20 and N-29-20 from the Executive Department of the State of California and the Alameda County Public Health Department's Updated March 31, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the District's February 9, 2021, Special Meeting was not physically open to the public. In order to maximize public safety while still maintaining transparency, members of the public were able to attend the meeting telephonically and electronically.

CALL TO ORDER

President Handley called the special meeting to order at 4:00 p.m.

ROLL CALL

PRESENT: Tom Handley, President
Pat Kite, Vice President
Anjali Lathi, Secretary
Manny Fernandez, Director
Jennifer Toy, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
James Schofield, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment and Disposal Services Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Jose Rodrigues, Collection Services Coach
Rollie Arbolante, Technical Services Coach
Curtis Bosick, Enhanced Treatment and Site Upgrade Program Assistant Manager
Caleb Merriam, Junior Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Karen Burks, Burks Toma Architects
Nancy Malone, Siegel & Strain Architects
Marc Solomon, Hazen and Sawyer

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

Enhanced Treatment and Site Upgrade Manager Pipkin and Karen Burks, Burks Toma Architects, presented the Enhanced Treatment and Site Upgrade Phase 1 Project Campus Schematic Design Review and responded to Boardmember questions.

ADJOURNMENT:

The special meeting was adjourned at approximately 5:50 p.m. to the next Regular Meeting to be held virtually on Monday, February 22, 2021, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

ANJALI LATHI
SECRETARY

APPROVED:

TOM HANDLEY
PRESIDENT

Adopted this 22nd day of February, 2021



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 6.a**

TITLE: Monthly Operations Report for January 2021 (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer

Recommendation

Information only.

Previous Board Action

None

Background

Attached are Monthly Operations Reports for January 2021. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Business Services/CFO	Mark Carlson	BS
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

ODOR COMPLAINTS:

During the month of January 2021, there were two odor complaints received by the District. Details regarding the two odor complaints were included in the January 2021 Odor Report.

STAFFING & PERSONNEL:

Completed Recruitments

- Environmental Health and Safety Specialist - replacement for Art Diosdado - reclassification 8/31/2020. Megan Hicks to start 2/1/2021.
- Junior Engineer – Limited Duration – new position for Enhanced Treatment and Site Upgrade (ETSU) Program. Caleb Merriam to start 2/1/2021.

Continuing Recruitments:

- Assistant Engineer – Limited Duration – new position for ETSU.
- Buyer I/II – replacement for Audrey Ficker – resignation 11/27/2020.

G.M. ACTIVITIES: For the month of January, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) JPA Commission Meeting
- Attended the EBDA Manager's Advisory Committee Meeting
- Coordinated District response to COVID-19 Pandemic
- Attended Purchasing Policy Board Workshop
- Attended Capacity Fee Study Board Workshop

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT January 2021

During the recording period from January 01, 2021 through January 31, 2021, there were two odor related service requests received by the District.

City: Fremont

1.

Complaint Details:

Date: 1/5/21

Location: ROCK AV

Wind (from): North

Temperature: 54 F

Time: 2:06 pm

Reported By:

Wind Speed: 3 mph

Weather: Cloudy

Response and Follow-up:

USD staff responded to a report of a "sewer smell" at residence. USD staff checked the USD structures in the area and easement around the house. All structures appeared to be flowing normal and at the time of inspection, no odor was present. Shared findings with the reporting party.

No follow up is needed at this time.

City: Union City

2.

Complaint Details:

Date: 1/20/21

Location: MACKINAW ST

Wind (from): North East

Temperature: 64 F

Time: 9:35 am

Reported By: Sam Dua

Wind Speed: 1.76 mph

Weather: Sunny

Response and Follow-up:

Customer reported an odor at their residence. They said they had been smelling the odor all weekend and indicated the treatment plant as the source of the odor. USD staff was dispatched to the location, and no odor was found at or near the location. An on-site investigation was conducted and one odor scrubber in the Centrifuge Building was found to have failed during the time of the odor complaint. However, the other odor scrubber was still in service scrubbing the building's air. Since no odors were detected in the plant or at/near the caller's residence, the odor scrubber was not determined to be a possible source of odor. The blown fuse for the odor scrubber's exhaust fan was replaced shortly after failing and the odor investigation was performed while the odor scrubber was out of service.



Legend

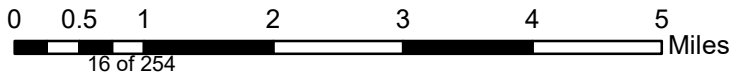
Odor Complaints: January 2021

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (0)
- ▲ No odor found (2)

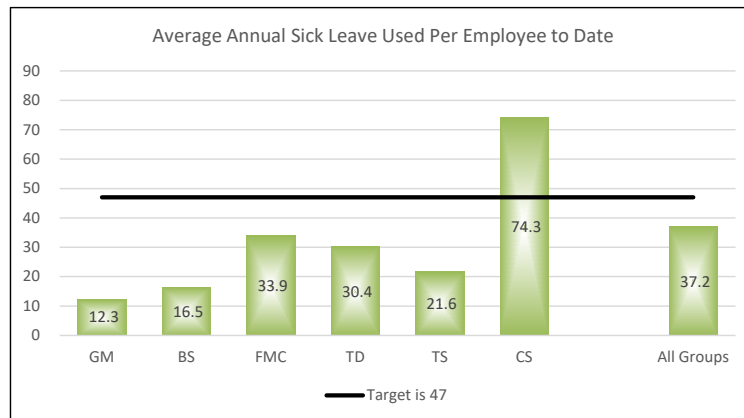
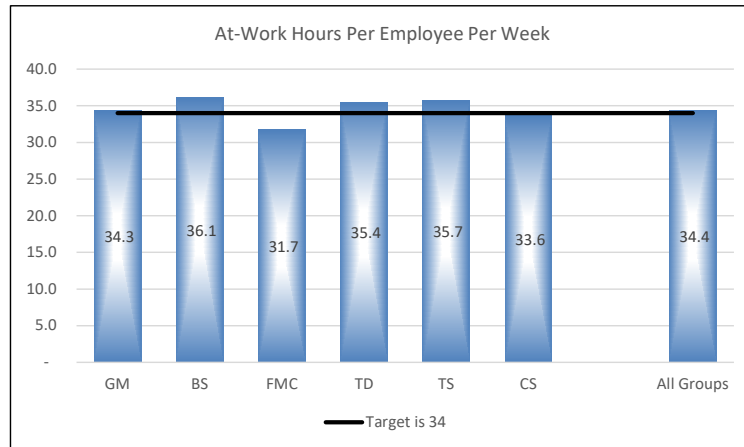
Odor Complaints: Feb. to Dec. 2020

- ★ Odor found, USD resolved (1)
- Odor found, not related to USD (2)
- ▲ No odor found (12)

**Location of Odor Reports
February 2020 to January 2021**



HOURS WORKED AND LEAVE TIME BY WORK GROUP
June 25, 2020 through January 20, 2021
Weeks to Date: 30 out of 52 (57.69%)



NOTES

- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., AWHIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.
- (5) Families First Coronavirus Response Act (FFCRA) - Emergency Paid Sick Leave (EPSL) and Paid Expanded Family Medical Leave Act (Paid EFMLA)

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year; with 20 vacation days, 34.2 hours per week.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 25, 2020 through January 20, 2021

Weeks to Date: 30 out of 52 (57.69%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS					Average Annual Sick Leave Used Per Employee To Date	FY20		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)	FFCRA Paid Leave (5)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	2,049.75	0.75	34.3	325.75	-	-	24.50	-	12.3	2	34.9	35.9
BS	17	18,109.67	231.33	36.1	2,023.35	26.58	80.75	254.73	24.92	16.5	17	36.6	36.8
FMC	27	25,474.75	96.58	31.7	4,744.29	315.65	754.50	526.50	388.03	33.9	28	34.2	33.0
TD	29	30,265.57	392.14	35.4	3,598.51	23.47	-	498.34	382.11	30.4	27	35.4	48.8
TS	32	34,044.47	51.16	35.7	3,510.40	153.08	-	567.84	124.21	21.6	33	35.0	48.5
CS	32	31,155.25	983.44	33.6	4,592.25	303.04	-	1,983.42	394.04	74.3	31	33.9	91.2
All Groups	139	141,099.46	1,755.40	34.4	18,794.55	821.82	835.25	3,855.33	1,313.31	37.2	138	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., AWHIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

(5) Families First Coronavirus Response Act (FFCRA) - Emergency Paid Sick Leave (EPSL) and Paid Expanded Family Medical Leave Act (Paid EFMLA)

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year;

with 20 vacation days, 34.2 hours per week.

BUDGET AND FINANCE REPORT

FY 2021

Year-to-date as of 1/31/21

58% of year elapsed

Revenues	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/20
Capacity Fees	\$ 5,712,200	\$ 1,628,998	29%	\$ 14,179,464
Sewer Service Charges	60,500,000	31,649,575	52%	60,216,148
Operating (Includes work groups and fund 85)	1,293,500	715,433	55%	1,285,438
Interest	1,150,000	974,287	85%	3,167,480
Misc. (Annex fees, forfeited deposits)	75,000	14,760	20%	174,673
Subtotal Revenues	\$ 68,730,700	34,983,053	51%	\$ 79,023,203
 Bond Proceeds	 -	 -	 0.0%	 73,508,248
Total Revenues + Bond Proceeds	\$ 68,730,700	\$ 34,983,053	51%	\$ 152,531,451
Expenses	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 22,630,500	\$ 9,001,825	40%	\$ 7,378,703
Renewal & Repl. Proj.	20,052,000	4,392,200	22%	5,317,131
Operating (includes fund 85)	45,075,355	23,305,861	52%	45,675,462
Special Projects	2,723,000	390,881	14%	1,288,761
Retiree Medical (ADC)	1,208,354	599,128	50%	- 9,636
Vehicle & Equipment	77,868	68,054	87%	42,258
Information Systems	960,800	597,964	62%	412,483
Plant & Pump Stat. R&R	400,000	-	0%	244,669
Emerg. Fund	-	-	0%	
Cty Fee for SSC Admin.	111,000	55,571	50%	109,988
Debt Servicing:				
SRF Loans	-			39,670,259
Bonds	4,684,773	3,540,572	76%	1,226,335
Total Expenses	\$ 97,923,650	\$ 41,952,055	43%	\$ 101,356,412
Total Revenue & Proceeds less Expenses	\$ (29,192,950)	\$ (6,969,002)		51,175,039

Operating (Work Group) Expenses

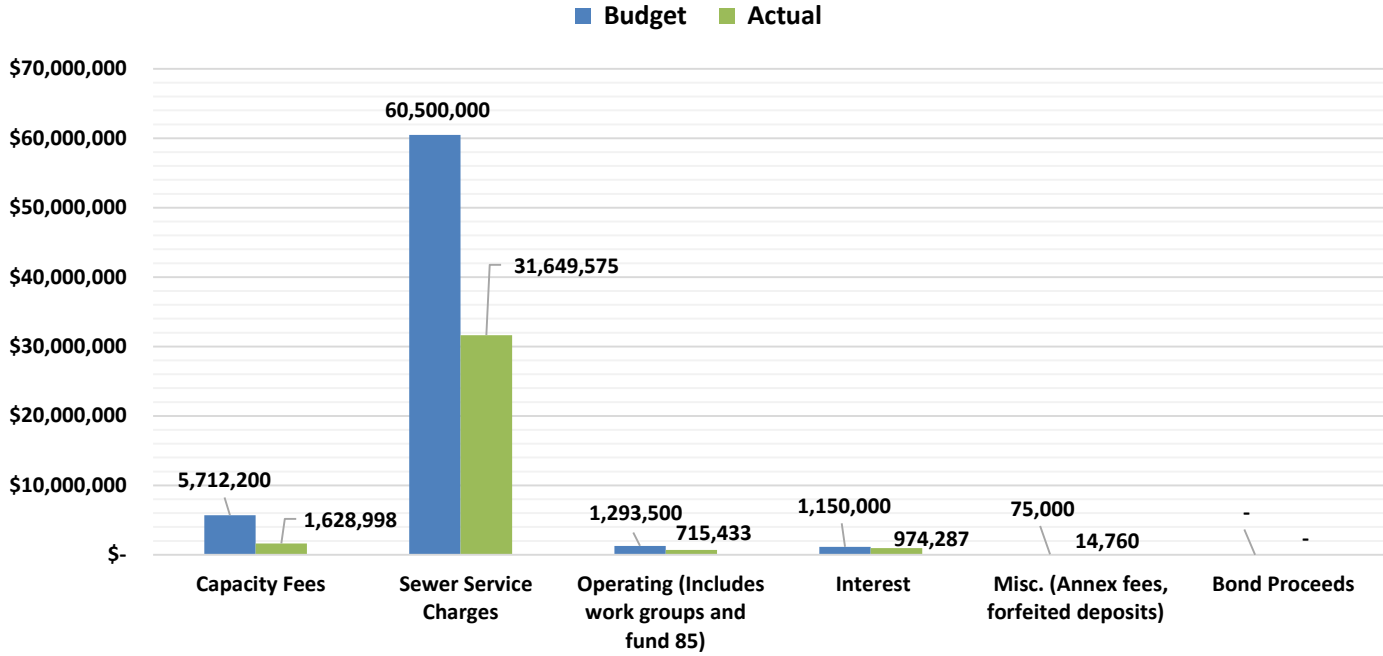
	Budget	Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 180,354	\$ 73,764	41%	\$ 145,485
General Manager/Admin.	1,066,753	579,184	54%	1,028,600
Business Services	4,169,231	2,040,780	49%	4,195,435
Collection Services	7,623,414	3,820,193	50%	8,109,845
Technical Services	6,815,278	3,735,670	55%	7,716,365
Treatment & Disposal Services	15,187,206	7,911,271	52%	14,048,718
Fabrication, Maint. & Construction	9,050,619	4,581,323	51%	9,720,443
Non-Departmental	982,500	563,675	57%	710,571
Total	\$ 45,075,355	\$ 23,305,861	52%	\$ 45,675,462

Operating (Work Group) Expenses by Type

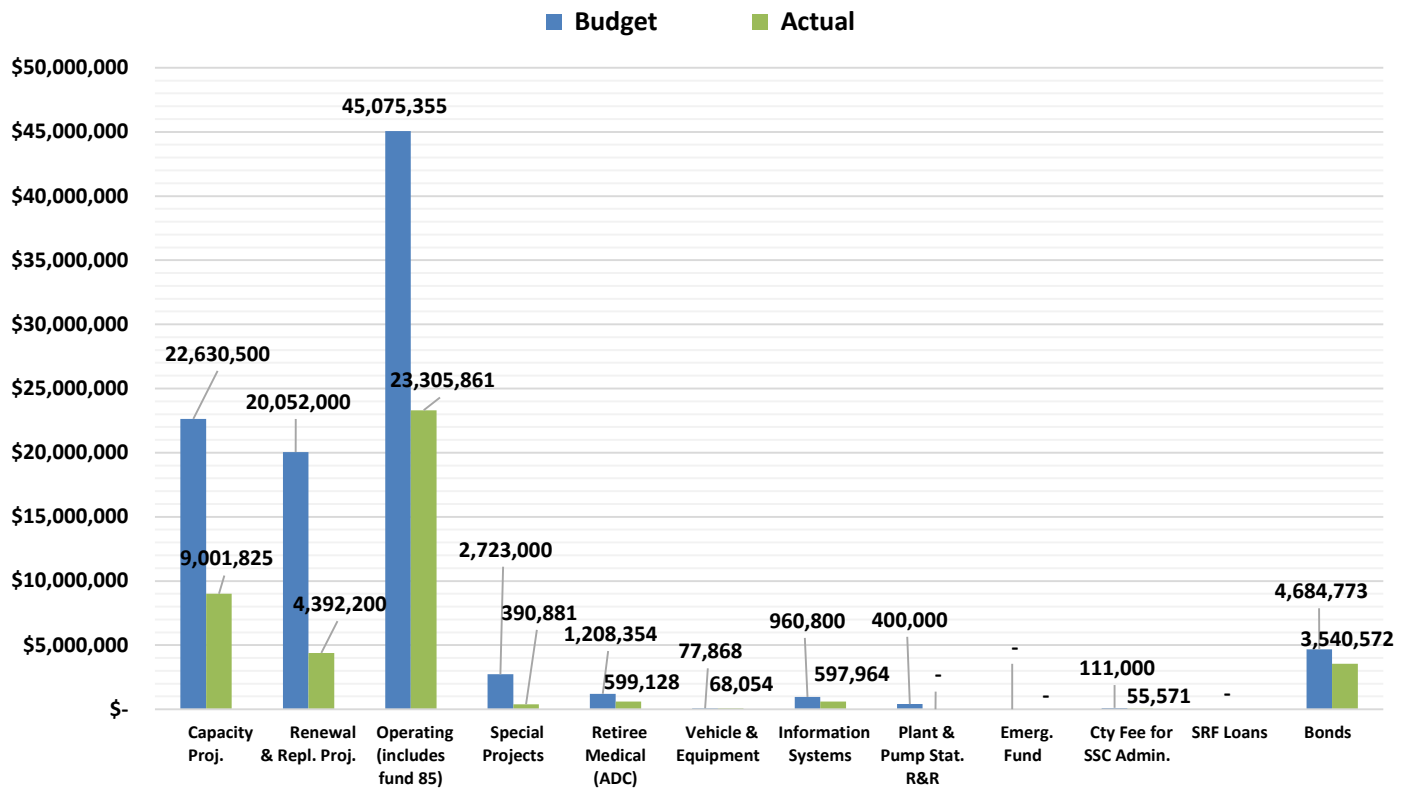
	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 30,366,922	\$ 16,309,870	54%	\$ 32,823,440
Repairs & Maintenance	2,416,400	877,783	36%	2,520,319
Supplies & Matls (chemicals, small tools)	3,457,020	1,496,985	43%	3,197,282
Outside Services (utilities, biosolids, legal)	8,517,513	4,549,450	53%	6,934,999
Fixed Assets	317,500	71,773	23%	199,422
Total	\$ 45,075,355	\$ 23,305,861	52%	\$ 45,675,462

REVENUES AND EXPENSES REPORT
as of 1/31/21

Total Revenues

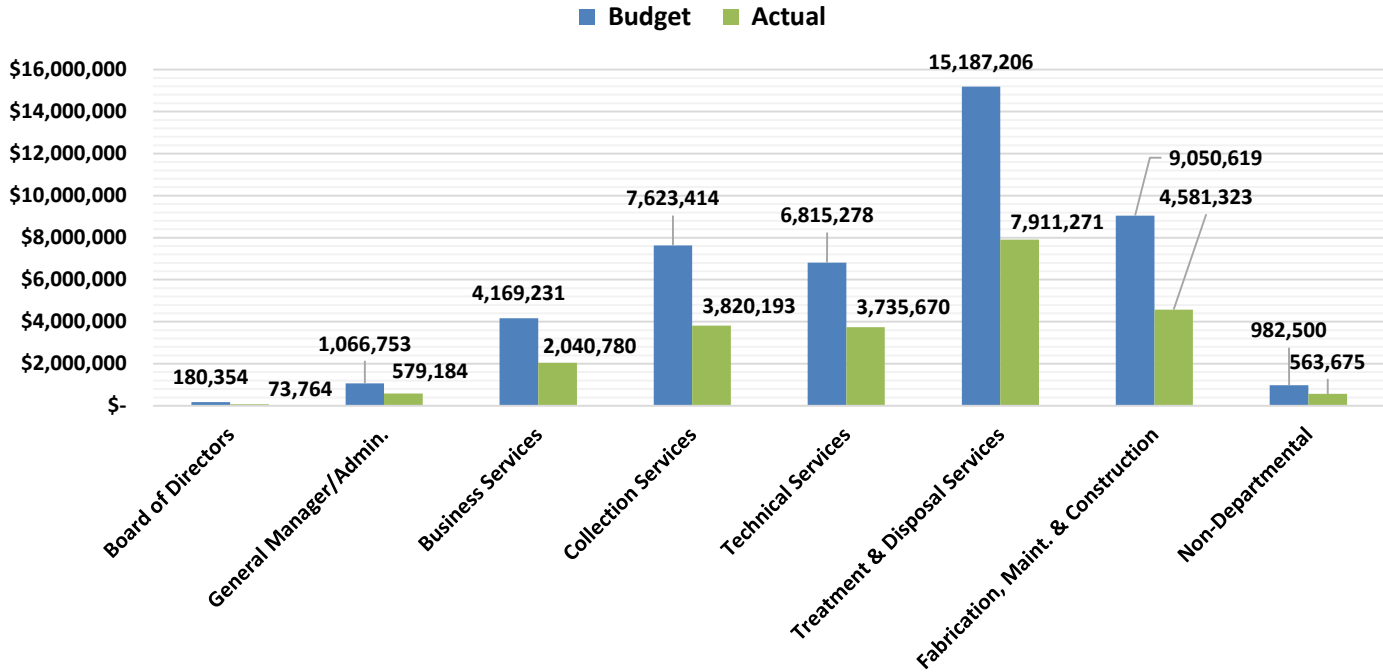


Total Expenses

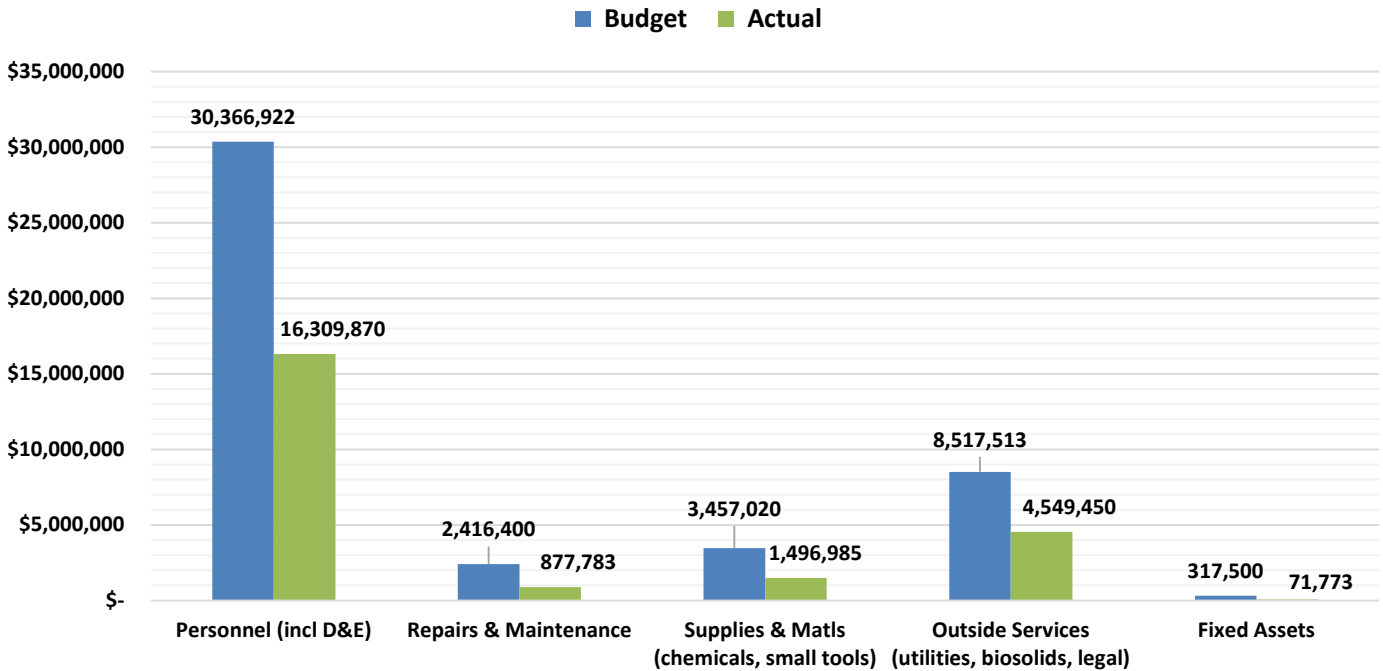


REVENUES AND EXPENSES REPORT
as of 1/31/21

Operating Expenses by Work Group

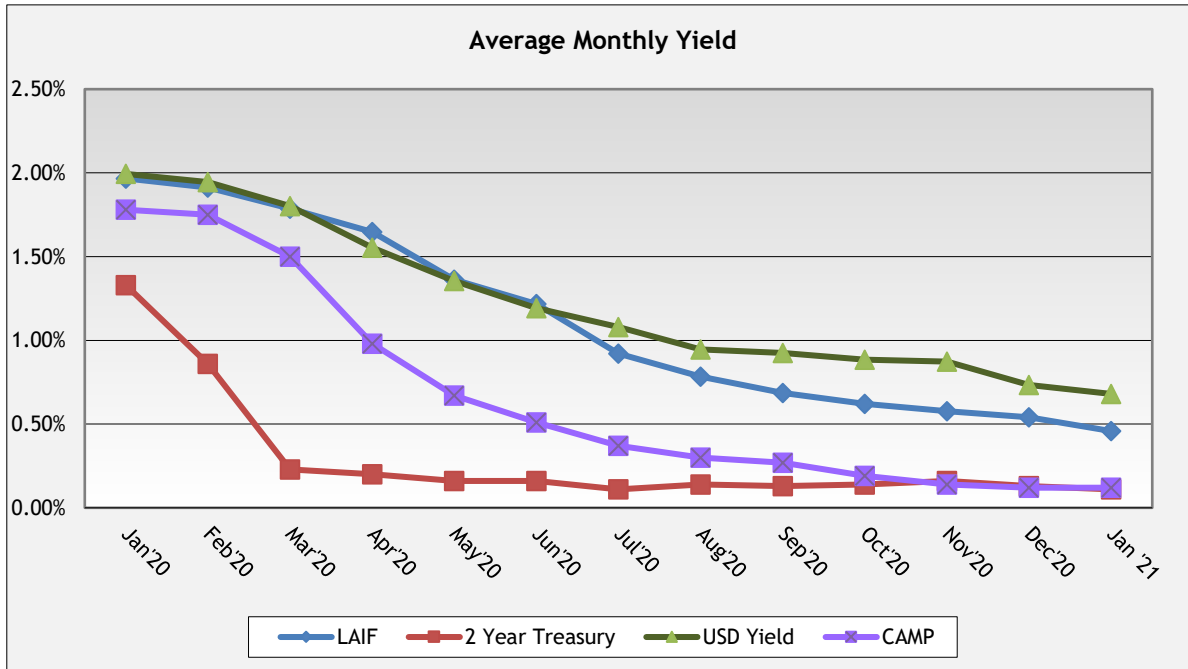


Operating Expenses by Type



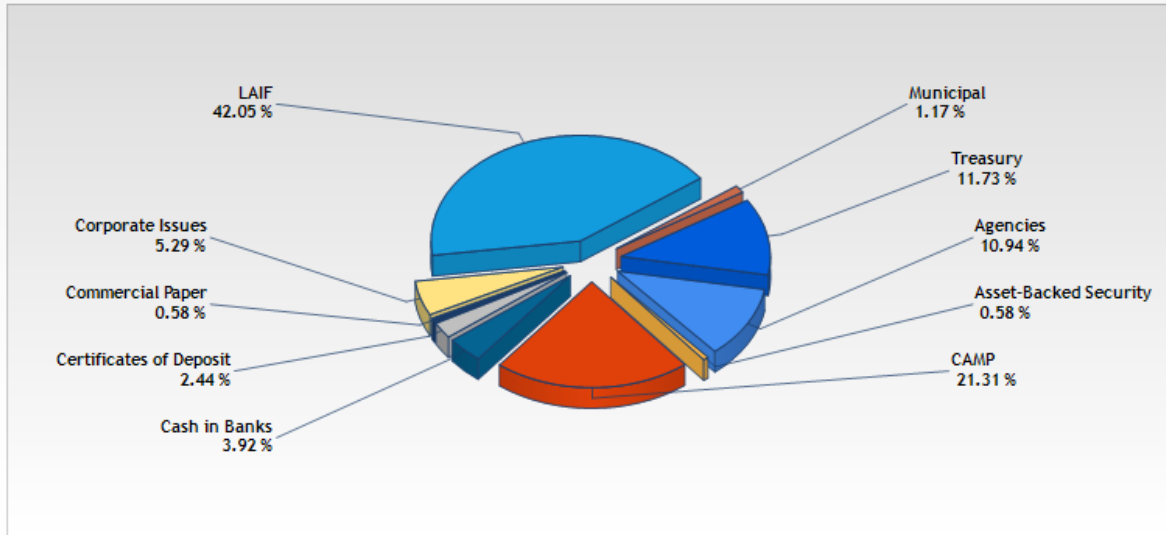
**Business Services Group
January 2021**

Performance Measures for the USD Investment Portfolio

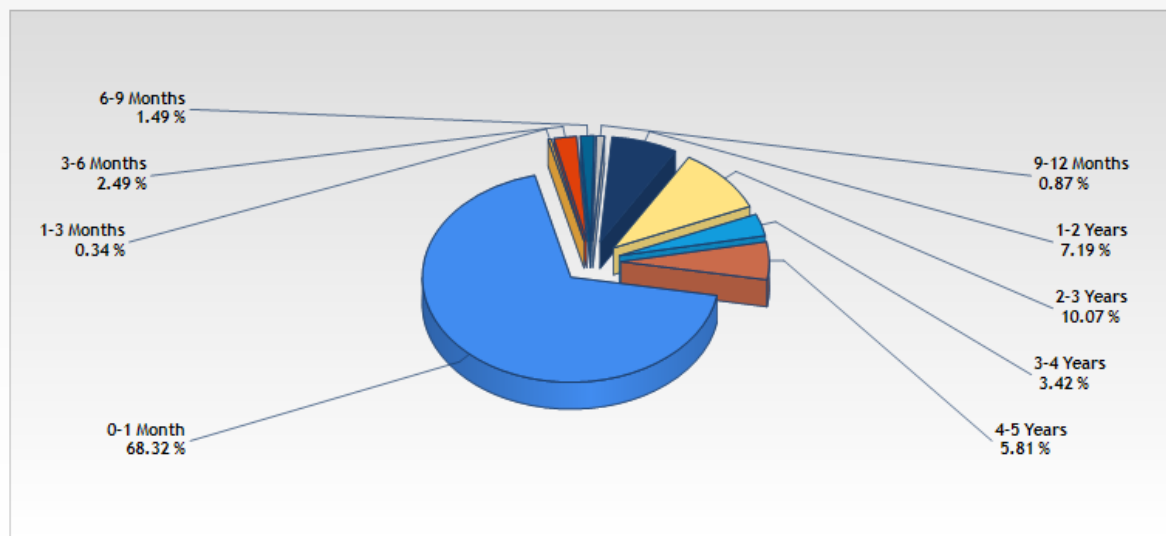


	Sep'20	Oct'20	Nov'20	Dec'20	Jan'21
LAIF	0.69%	0.62%	0.58%	0.54%	0.46%
2 Year Treasury	0.13%	0.14%	0.16%	0.13%	0.11%
USD Yield	0.93%	0.89%	0.87%	0.73%	0.68%
CAMP	0.27%	0.19%	0.14%	0.12%	0.12%

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	117,183,959.72	0.322	117,182,784.27	1	68.32	117,183,886.42	117,183,814.09	0.00
1-3 Months	575,000.00	2.830	575,000.00	61	0.34	577,713.14	575,000.00	0.17
3-6 Months	4,279,000.00	1.278	4,265,585.44	123	2.49	4,289,024.81	4,276,340.91	0.34
6-9 Months	2,545,000.00	2.021	2,554,907.03	221	1.49	2,577,330.30	2,549,825.04	0.60
9-12 Months	1,479,000.00	0.993	1,491,396.49	336	0.87	1,496,828.64	1,486,060.40	0.92
1-2 Years	12,334,000.00	1.829	12,332,890.33	496	7.19	12,608,713.78	12,329,964.05	1.34
2-3 Years	17,414,000.00	1.530	17,278,217.62	898	10.07	17,894,568.04	17,341,934.36	2.42
3-4 Years	5,810,000.00	1.597	5,870,233.53	1,209	3.42	6,099,173.74	5,869,796.51	3.21
4-5 Years	9,930,000.00	0.684	9,966,314.74	1,619	5.81	10,054,933.74	9,964,081.27	4.36
TOTAL / AVERAGE	171,549,959.72	0.680	171,517,329.45	272	100	172,782,172.61	171,576,816.63	0.73

Union Sanitary District
 Portfolio Holdings
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Cost Value
 Portfolio / Report Group: All Portfolios
 As of 1/31/2021

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 0.23 6/9/2022	3133ELH64	S&P-AA+	6/9/2020	1,635,000.00	1,631,730.00	0.230	1,635,637.65	0.330		6/9/2022	0.95
FFCB 0.25 9/21/2023-22	3133EMAM4	S&P-AA+	10/9/2020	1,625,000.00	1,622,237.50	0.250	1,623,310.00	0.308	9/21/2022	9/21/2023	0.95
FHLB 0.5 4/14/2025	3130AJHU6	None	4/16/2020	560,000.00	557,222.40	0.500	563,432.80	0.601		4/14/2025	0.32
FHLB 1.375 2/17/2023	3130AJ7E3	None	2/21/2020	775,000.00	773,574.00	1.375	795,266.25	1.438		2/17/2023	0.45
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	1,013,970.00	2.000		10/26/2021	0.58
FHLMC 0.25 12/4/2023	3137EAF42	S&P-AA+	12/4/2020	470,000.00	469,534.70	0.250	470,568.70	0.283		12/4/2023	0.27
FHLMC 0.25 6/26/2023	3137EAE54	None	6/26/2020	780,000.00	777,722.40	0.250	781,661.40	0.348		6/26/2023	0.45
FHLMC 0.25 8/24/2023	3137EAEV7	None	8/21/2020	520,000.00	519,469.60	0.250	521,170.00	0.284		8/24/2023	0.30
FHLMC 0.375 5/5/2023	3137EAER6	S&P-AA	5/29/2020	495,000.00	495,688.05	0.375	497,494.80	0.327		5/5/2023	0.29
FHLMC 0.375 7/21/2025	3137EAEU9	None	7/23/2020	525,000.00	522,385.50	0.375	523,729.50	0.476		7/21/2025	0.30
FHLMC 0.375 9/23/2025	3137EAEX3	None	9/25/2020	795,000.00	792,607.05	0.375	791,549.70	0.436		9/23/2025	0.46
FHLMC 1.5 2/12/2025	3137EAEP0	None	2/14/2020	1,035,000.00	1,034,203.05	1.500	1,082,547.90	1.516		2/12/2025	0.60
FNMA 0.25 5/22/2023	3135G04Q3	None	5/22/2020	865,000.00	862,396.35	0.250	866,885.70	0.351		5/22/2023	0.50
FNMA 0.25 7/10/2023	3135G05G4	None	7/10/2020	1,095,000.00	1,092,645.75	0.250	1,097,419.95	0.322		7/10/2023	0.64
FNMA 0.31 1/26/2024-22	3136G46V0	S&P-AA+	10/26/2020	259,000.00	258,896.40	0.310	258,847.19	0.322	10/26/2022	1/26/2024	0.15
FNMA 0.375 8/25/2025	3135G05X7	None	8/27/2020	555,000.00	552,402.60	0.375	553,357.20	0.470		8/25/2025	0.32
FNMA 0.375 8/25/2025	3135G05X7	None	10/22/2020	415,000.00	412,754.85	0.375	413,771.60	0.488		8/25/2025	0.24
FNMA 0.5 11/7/2025	3135G06G3	None	11/12/2020	520,000.00	518,138.40	0.500	520,904.80	0.573		11/7/2025	0.30
FNMA 0.5 6/17/2025	3135G04Z3	None	6/19/2020	865,000.00	863,209.45	0.500	867,837.20	0.542		6/17/2025	0.50
FNMA 0.5 6/17/2025	3135G04Z3	None	10/28/2020	1,010,000.00	1,011,494.80	0.500	1,013,312.80	0.468		6/17/2025	0.59
FNMA 0.5 8/14/2025-23	3135G05S8	S&P-AA+	8/24/2020	1,000,000.00	998,400.00	0.500	998,610.00	0.533	8/14/2023	8/14/2025	0.58
FNMA 0.625 4/22/2025	3135G03U5	None	4/24/2020	875,000.00	873,197.50	0.625	883,513.75	0.667		4/22/2025	0.51
FNMA 0.625 4/22/2025	3135G03U5	None	4/28/2020	125,000.00	124,763.75	0.625	126,216.25	0.664		4/22/2025	0.07
FNMA 1.875 4/5/2022	3135G0T45	S&P-AA+	3/16/2020	970,000.00	993,619.50	1.875	990,321.50	0.678		4/5/2022	0.58
Sub Total / Average Agencies				18,769,000.00	18,758,293.60	0.635	18,891,336.64	0.622			10.94

Asset-Backed Security

Carmax Auto Owner Trust 0.34 12/15/2025	14316NAC3	S&P-AAA	1/27/2021	90,000.00	89,982.22	0.340	90,058.69	0.344		12/15/2025	0.05
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Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	S&P-AAA	1/22/2020	185,000.00	184,963.70	1.890	189,752.22	1.895		12/16/2024	0.11
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	None	2/26/2020	305,000.00	304,940.22	1.610	311,141.66	1.615	5/21/2023	4/22/2024	0.18
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024-2	89232HAC9	None	2/12/2020	415,000.00	414,970.04	1.660	423,038.51	1.662	10/15/2023	5/15/2024	0.24
Sub Total / Average Asset-Backed Security				995,000.00	994,856.18	1.568	1,013,991.08	1.572			0.58
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	36,546,599.97	36,546,599.97	0.120	36,546,599.97	0.120	N/A	N/A	21.31
Sub Total / Average CAMP				36,546,599.97	36,546,599.97	0.120	36,546,599.97	0.120			21.31
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	6,729,222.59	6,729,222.59	0.010	6,729,222.59	0.010	N/A	N/A	3.92
Sub Total / Average Cash in Banks				6,729,222.59	6,729,222.59	0.010	6,729,222.59	0.010			3.92
Certificates of Deposit											
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	253,368.08	2.450		4/5/2022	0.14
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	253,285.13	2.150		3/22/2022	0.14
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	252,124.93	2.150		3/10/2022	0.14
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	577,713.14	2.830		4/2/2021	0.34
Credit Suisse0.59 2/1/2022	22549L6F7	S&P-A1	8/7/2020	435,000.00	435,000.00	0.590	435,922.94	0.590		2/1/2022	0.25
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	251,526.00	2.250		12/29/2021	0.14
DNB Nor Bank ASA 2.04 12/2/2022	23341VZT1	NR	12/6/2019	430,000.00	430,000.00	2.040	444,651.69	2.040		12/2/2022	0.25
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	250,398.81	1.850		5/28/2021	0.15
Societe Generale NY 1.8 2/14/2022	83369XDL9	None	2/19/2020	570,000.00	570,000.00	1.800	578,960.17	1.800		2/14/2022	0.33
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	251,905.20	2.250		1/26/2022	0.14
Sumitomo Mitsui Bank NY 0.7 7/8/2022	86565CKU2	None	7/14/2020	435,000.00	435,000.00	0.700	437,784.00	0.700		7/8/2022	0.25
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	252,322.38	2.300		2/24/2022	0.14
Sub Total / Average Certificates of Deposit				4,177,000.00	4,177,000.00	1.892	4,239,962.47	1.892			2.44
Commercial Paper											
MUFG Bank LTD/NY 0 2/22/2021	62479LPN9	S&P-A1	8/24/2020	1,000,000.00	998,837.22	0.000	999,926.70	0.230		2/22/2021	0.58

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Sub Total / Average Commercial Paper				1,000,000.00	998,837.22	0.000	999,926.70	0.230			0.58
Corporate Issues											
Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	702,951.75	2.664		2/22/2023	0.39
American Express Credit 2.7 3/3/2022	0258M0EG0	Moody's-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,024,170.00	2.406		3/3/2022	0.59
American Honda Finance 1.95 5/10/2023	02665WDH1	None	1/10/2020	415,000.00	414,846.45	1.950	429,848.70	1.962		5/10/2023	0.24
Apple Inc 0.75 5/11/2023	037833DV9	S&P-AA+	5/11/2020	325,000.00	324,116.00	0.750	329,117.75	0.842		5/11/2023	0.19
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	545,805.00	3.087		7/24/2023	0.30
BB&T Corporation 3.05 6/20/2022-22	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	544,110.00	3.006	5/20/2022	6/20/2022	0.31
Bristol-Myers Squibb Co 3.875 8/15/2025-25	110122DC9	S&P-A+	9/30/2020	375,000.00	428,505.00	3.875	424,650.00	0.879	5/15/2025	8/15/2025	0.25
Chevron Corp 2.1 5/16/2021	166764BG4	Moody's-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,003,810.00	2.113		5/16/2021	0.58
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moody's-Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,031,078.30	2.256		3/1/2023	0.58
JP Morgan Chase & Co 0.653 9/16/2024-23	46647PBS4	None	9/16/2020	110,000.00	110,000.00	0.653	110,597.30	0.653	9/16/2023	9/16/2024	0.06
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	550,662.00	3.045	3/18/2023	5/18/2023	0.30
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	597,777.00	2.669		5/10/2022	0.34
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	532,756.00	2.805		5/19/2021	0.30
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	250,000.00	252,442.50	1.800	260,792.50	1.584		2/13/2025	0.15
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	180,000.00	181,758.60	1.800	187,770.60	1.584		2/13/2025	0.11
Wal-Mart Stores Inc 2.55 4/11/2023-23	931142DH3	S&P-AA	5/26/2020	965,000.00	1,015,701.10	2.550	1,008,309.20	0.701	1/11/2023	4/11/2023	0.59
Sub Total / Average Corporate Issues				8,940,000.00	9,074,391.37	2.536	9,284,206.10	2.126			5.29
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	72,115,137.16	72,115,137.16	0.458	72,115,137.16	0.458	N/A	N/A	42.05
Sub Total / Average LAIF				72,115,137.16	72,115,137.16	0.458	72,115,137.16	0.458			42.05
Municipal											
City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	502,620.00	2.125		6/1/2021	0.29
State of California 2.152 4/1/2022	13063DAD0	Moody's-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	1,023,970.00	1.938		4/1/2022	0.59

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	503,375.00	2.811		8/1/2021	0.29
Sub Total / Average Municipal				2,000,000.00	2,000,150.00	2.194	2,029,965.00	2.199			1.17
Treasury											
T-Bill 0 2/4/2021	9127963W7	S&P-A-	1/25/2021	793,000.00	792,987.33	0.000	793,000.00	0.058		2/4/2021	0.46
T-Bill 0 6/17/2021	9127963H0	S&P-A1+	6/24/2020	2,000,000.00	1,996,519.44	0.000	1,999,440.00	0.178		6/17/2021	1.16
T-Note 0.375 12/31/2025	91282CBC4	S&P-AA+	1/25/2021	755,000.00	752,847.07	0.375	752,878.45	0.434		12/31/2025	0.44
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,035,000.00	990,365.62	1.250	1,063,224.45	2.302		7/31/2023	0.58
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	1,385,000.00	1,325,867.00	1.375	1,425,788.25	2.431		6/30/2023	0.77
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	1,545,000.00	1,475,112.89	1.375	1,594,857.15	2.436		9/30/2023	0.86
T-Note 1.5 10/31/2024	912828YM6	S&P-AA+	1/12/2021	1,005,000.00	1,049,479.10	1.500	1,050,576.75	0.327		10/31/2024	0.61
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	175,000.00	168,799.81	1.500	180,141.50	2.428		3/31/2023	0.10
T-Note 1.75 11/30/2021	912828U65	S&P-AA+	6/16/2020	550,000.00	562,396.49	1.750	557,474.50	0.199		11/30/2021	0.33
T-Note 1.75 7/15/2022	9128287C8	Fitch-AAA	7/31/2019	1,000,000.00	998,789.06	1.750	1,023,750.00	1.792		7/15/2022	0.58
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	835,000.00	816,016.80	1.750	857,603.45	2.426		9/30/2022	0.48
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	485,000.00	479,259.57	1.875	494,205.30	2.298		2/28/2022	0.28
T-Note 2 4/30/2024	912828X70	Fitch-AAA	6/7/2019	590,000.00	592,996.09	2.000	623,995.80	1.891		4/30/2024	0.35
T-Note 2 6/30/2024	912828XX3	Fitch-AAA	7/3/2019	470,000.00	474,846.88	2.000	498,143.60	1.783		6/30/2024	0.28
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	1,170,000.00	1,157,340.24	2.125	1,214,565.30	2.426		12/31/2022	0.67
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,117,960.00	2.442		2/29/2024	1.15
T-Note 2.125 3/31/2024	912828W71	S&P-AA+	3/2/2020	730,000.00	767,412.50	2.125	773,967.90	0.844		3/31/2024	0.45
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	710,000.00	703,454.69	2.125	730,107.20	2.418		6/30/2022	0.41
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,120,160.00	2.439		12/31/2023	1.16
T-Note 2.75 8/15/2021	9128284W7	Fitch-AAA	10/28/2019	1,045,000.00	1,064,757.03	2.750	1,059,985.30	1.678		8/15/2021	0.62
Sub Total / Average Treasury				20,278,000.00	20,122,841.36	1.568	20,931,824.90	1.695			11.73
Total / Average				171,549,959.72	171,517,329.45	0.687	172,782,172.61	0.680			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements. Broker/Dealers utilized per USD Investment Policy and at the discretion of investment portfolio advisor.

Reviewer:

Approver:

Union Sanitary District
Transactions Summary
Board Report - Activity
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 12/31/2020, End Date: 01/31/2021

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Buy								
Carmax Auto Owner Trust 0.34 12/15/2025	14316NAC3	90,000.00	89,982.22	0.00	0.340	0.344	1/27/2021	89,982.22
T-Bill 0 2/4/2021	9127963W7	793,000.00	792,987.33	0.00	0.000	0.058	1/25/2021	792,987.33
T-Note 0.375 12/31/2025	91282CBC4	755,000.00	752,847.07	195.53	0.375	0.434	1/25/2021	753,042.60
T-Note 1.5 10/31/2024	912828YM6	1,005,000.00	1,049,479.10	3,039.99	1.500	0.327	1/12/2021	1,052,519.09
Sub Total / Average Buy		2,643,000.00	2,685,295.72	3,235.52				2,688,531.24
Deposit								
CAMP LGIP	LGIP4000	3,706.65	3,706.65	0.00	N/A	0.000	1/31/2021	3,706.65
LAIF LGIP	LGIP1002	115,137.16	115,137.16	0.00	N/A	0.000	1/15/2021	115,137.16
Union Bank Cash	LGIPUNIONBANK	6,729,222.59	6,729,222.59	0.00	N/A	0.000	1/31/2021	6,729,222.59
Sub Total / Average Deposit		6,848,066.40	6,848,066.40	0.00				6,848,066.40
Interest								
Bank of America Corp 4.1 7/24/2023	06053FAA7	0.00	0.00	10,250.00	4.100	0.000	1/25/2021	10,250.00
CAMP LGIP	LGIP4000	0.00	0.00	3,706.65	N/A	0.000	1/31/2021	3,706.65
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	0.00	0.00	291.38	1.890	0.000	1/15/2021	291.38
FHLMC 0.375 7/21/2025	3137EAEU9	0.00	0.00	973.44	0.375	0.000	1/21/2021	973.44
FNMA 0.25 7/10/2023	3135G05G4	0.00	0.00	1,368.75	0.250	0.000	1/11/2021	1,368.75
FNMA 0.31 1/26/2024-22	3136G46V0	0.00	0.00	200.73	0.310	0.000	1/26/2021	200.73
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	0.00	0.00	409.21	1.610	0.000	1/21/2021	409.21
LAIF LGIP	LGIP1002	0.00	0.00	115,137.16	N/A	0.000	1/15/2021	115,137.16
State Bank of India 2.25 1/26/2022	8562846A7	0.00	0.00	2,801.59	2.250	0.000	1/27/2021	2,801.59
Sumitomo Mitsui Bank NY 0.7 7/8/2022	86565CKU2	0.00	0.00	1,505.58	0.700	0.000	1/8/2021	1,505.58
T-Note 1.75 7/15/2022	9128287C8	0.00	0.00	8,750.00	1.750	0.000	1/15/2021	8,750.00
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024-2	89232HAC9	0.00	0.00	574.08	1.660	0.000	1/15/2021	574.08
Sub Total / Average Interest		0.00	0.00	145,968.57				145,968.57
Sell								
FNMA 1.625 10/15/2024	3135G0W66	1,000,000.00	1,049,850.00	3,927.08	1.625	0.000	1/12/2021	1,053,777.08
T-Note 2.125 1/31/2021	912828B58	90,000.00	90,024.61	935.46	2.125	0.000	1/27/2021	90,960.07
T-Note 2.125 1/31/2021	912828B58	750,000.00	750,292.97	7,708.90	2.125	0.000	1/25/2021	758,001.87
T-Note 2.125 1/31/2021	912828B58	785,000.00	785,306.64	8,068.65	2.125	0.000	1/25/2021	793,375.29

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Sub Total / Average Sell		2,625,000.00	2,675,474.22	20,640.09				2,696,114.31
Withdraw								
Union Bank Cash	LGIPUNIONBANK	7,552,371.86	7,552,371.86	0.00	N/A	0.000	1/30/2021	7,552,371.86
Sub Total / Average Withdraw		7,552,371.86	7,552,371.86	0.00				7,552,371.86

<p>MONTHLY OPERATIONS REPORT FOR THE MONTH JAN 2021</p> <p>TECHNICAL SUPPORT WORK GROUP SUMMARY</p>

Capital Improvement Program

Aeration Blower No. 11 Project – Preparation and review of submittals.

Alvarado Influent Pump Station Improvements Project – Grout overlay of the wet well room floor and seismic retrofit of the building.

Alvarado Influent Valve Box Rehabilitation Project – Project close out and termination of the construction contract.

Centrifuge Building Improvements Project - Preparation and review of submittals.

FY21 Cast Iron/Pipe Lining Project - Preparation and review of submittals.

Headworks Screens Replacement Project – Contractor worked on corrective work items.

Primary Digester No. 2 Rehabilitation Project – Testing of Primary Digester No. 2.

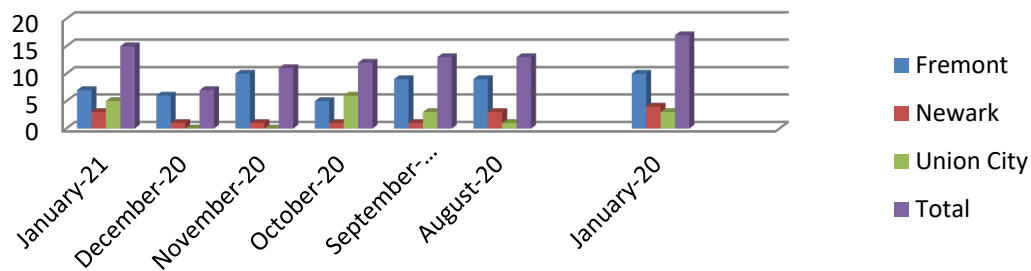
Primary Digester No. 7 Project – Concrete placements for Digester No. 7 walls have been completed. Installation of formwork and reinforcement for the roof slab continued.

Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System - Preparation and review of submittals .

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

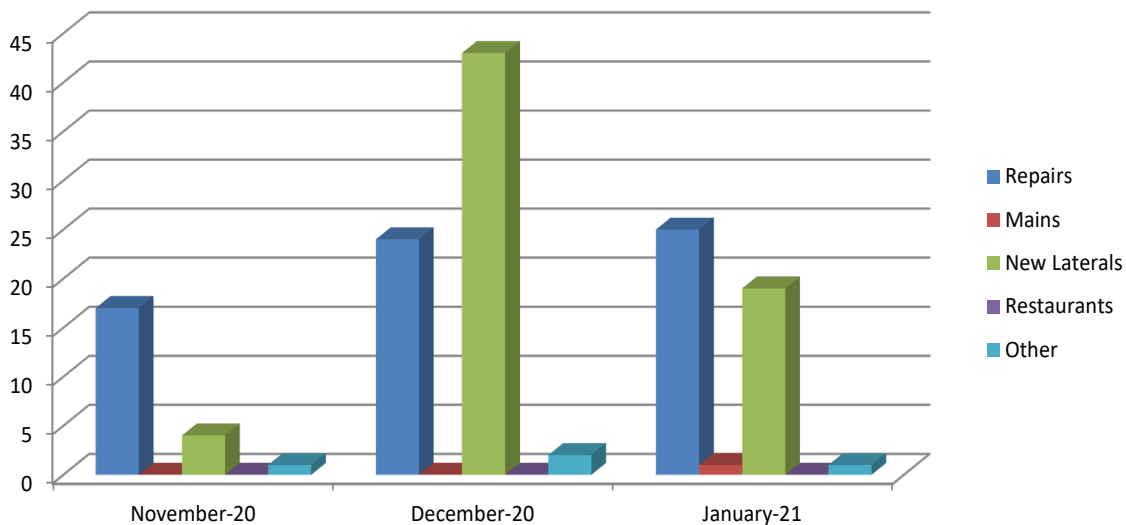
Month	Fremont	Newark	Union City	Total
January-21	7	3	5	15
December-20	6	1	0	7
November-20	10	1	0	11
October-20	5	1	6	12
September-20	9	1	3	13
August-20	9	3	1	13
January-20	10	4	3	17
6-Month Total				71



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
January-21	25	1	19	0	1
December-20	24	0	43	0	2
November-20	17	0	4	0	1

New Laterals - New residential lateral connections
Other - Non-residential construction (except restaurants)



Communication

- Social Media posts:
 - Safe Medicine Disposal drop-off information
 - Environmental Protection Agency (EPA) Selects USD for Low-Cost Financing
 - Only rain down the storm drain
 - Keep coffee grounds out of household drains
- Website updates:
 - Uploaded FY 2020 Strategic Performance Report to Mission, Organization, Facts, and History page
 - Added “U.S. EPA Selects USD for Low-Cost Financing” press release to news and events page and press release archives

Environmental Compliance

Pollution Prevention/Stormwater Programs

USD’s Environmental Compliance (EC) team conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont’s Environmental Services group. Over 600 Stormwater compliance inspections are conducted every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

During the past month, the EC team conducted 108 Stormwater (Urban Runoff), and 31 FOG (restaurant) inspections. During this reporting period, Inspectors identified 25 Stormwater and 4 FOG enforcement actions. Twelve (12) of the Stormwater enforcements resulted in administrative fines of \$100 to \$200 for each violation. Three (3) of the administrative fines were for illicit discharge violations.

Urban Runoff (UR) Inspections and Enforcements

January 2021	Number of UR Inspection	VW	WL	NOV	AF	LA	NOD	Total Enforcements	No. of Illicit Discharge/s	3
	108	3	0	10	12	0	0	25	% Enforcement	23%

Fats, Oils, and Grease (FOG) Inspections and Enforcements

January 2021	Number of FOG Inspections	VW	WL	NOV	AF	LA	NOD	Total Enforcements	% Enforcement	13%
	31	4	0	0	0	0	0	4		

Enforcements

VW – Verbal Warning, WL – Warning Letter, NOV – Notices of Violation

AF – Administrative Fine, LA – Legal Action, NOD – Notice of Deficiency

AO – Administrative Order, C&D – Cease & Desist Order, SNC – Significant Non-Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events	# of Plant Tours
None	25	None

Industrial Pretreatment

The Industrial Pretreatment program has pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
Facebook Commissary	Preston Pipeline (GW-0116)
Membrane Technology Research	
Bionova	
Sonova	
Rigetti Computing	
Estuary LLC	
Allogene	

Permits Issued

Company Name	Date Permit Issued
None	

Industrial Permit Closures

Company Name	Date of Closure
None	

Reports (Annual & Semi-Annual Pretreatment Report, Union City Report, etc.)

Report Name	Date Report Completed and Submitted
None	

Enforcement Action

Industrial User Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforce- ment
Clean Sciences Inc.	NOV# N20-013	Fremont	Fluoride	300	180	NOV
Mission Linen Supply	NOV# N20-014	Newark	Oil & Grease Petroleum	180	100	NOV
Boehringer Ingelheim	NOV# N21-001	Fremont	Ammonia 6-month average	544.78	75	NOV

A/V- Animal/Vegetable, TTL- Total, O&G- Oil & Grease

*(1) WL – Warning Letter,
C&D – Cease and Desist Order,*

*NOV – Notices of Violation,
SNC – Significant Non-Compliance,*

*AO – Administrative Order
EM – Enforcement Meeting*

Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Organization & Attendees
BAPPG Steering Committee Meeting	1/12/2021	Doug Dattawalker
CWEA Covid 19 January update webinar	1/27/2021	Edda Marasigan

Engineering/Construction

No. of projects under construction: 9

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for January 2021 Activities
1.	Aeration Blower No. 11 Project - Derek	\$1,652	10/21	7%	29%	Preparation and review of submittals.
2.	Alvarado Influent Pump Station Improvements Project – Thomas	\$8,890	10/21	25%	63%	Grout overlay of the wet well room floor and seismic retrofit of the building.
3.	Alvarado Influent Valve Box Rehabilitation Project – Kevin	\$402	09/20	10%	100%	Project close out and termination of the construction contract.
4.	Centrifuge Building Improvements Project – Somporn	\$688	10/21	1%	13%	Preparation and review of submittals.
5.	FY21 Cast Iron/Pipe Lining Project – Andrew	\$307	3/21	10%	49%	Preparation and review of submittals.
6.	Headworks Screens Replacement Project – Thomas	\$1,822	11/20	98%	100%	Contractor worked on corrective work items.
7.	Primary Digester No. 2 Rehabilitation Project – Derek	\$3,058	10/20	97%	100%	Testing of Primary Digester No. 2.
8.	Primary Digester No. 7 Project – Curtis	\$23,440	12/21	65%	60%	Concrete placements for Digester No. 7 walls completed.
9.	Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System – Kevin/Blake	\$624	06/21	5%	17%	Preparation and review of submittals.

Design/StudyNo. of projects in design/study phase: **12**

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for January 2021 Activities
1.	Cathodic Protection System Improvements Project - Thomas	\$87	07/20	100%	100%	Contract document revisions to rebid the project.
2.	Emergency Outfall Improvements Project – Andrew	\$398	08/20	98%	100%	Easement and property acquisition.
3.	Force Main Condition Assessment – Andrew	\$121	10/22	60%	73%	Pipe testing planned to take place during Force Main Relocation Phase 2.
4.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	12/21	75%	71%	Project construction is pending the completion of Force Main relocation project.
5.	Gravity Sewer Rehabilitation / Replacement Project – Phase VII – Andrew	\$176	1/21	92%	99%	Finalizing bid packet.
6.	Irvington Basin Masterplan Update - Andrew	\$378	11/21	55%	51%	Beta of Pollutant Travel Time tool developed. Flow monitoring study ongoing. Updated CCTV completed.
7.	Irvington Basin Reinforced Concrete Pipe Rehabilitation Project - Andrew	\$105	1/21	100%	100%	Condition Assessment Summary Report finalized. Design Task Order scope and fees under development.
8.	Odor Control Alternatives Study – Kevin	\$465	12/20	99%	100%	Report will be finalized after the pilot testing project is completed.
9.	Odor Control Pilot Study - Somporn	\$99	12/21	70%	80%	Configuration for Primary Clarifier Odor testing scheduled for February 3 rd .
10.	Pump Stations Chemical System Improvements Project - Thomas	\$100	11/20	100%	100%	Basis of Design Report finalized. Design Task Order scope and fees under development.
11.	Standby Power Generation System Upgrade Project – Kevin	\$2,281	01/21	83%	83%	Preliminary generator submittal in progress.
12.	WAS Thickener Replacement Project – Derek	\$807	06/21	50%	59%	90% design submittal in progress.

COLLECTION SERVICES ACTIVITIES REPORT JANUARY 2021

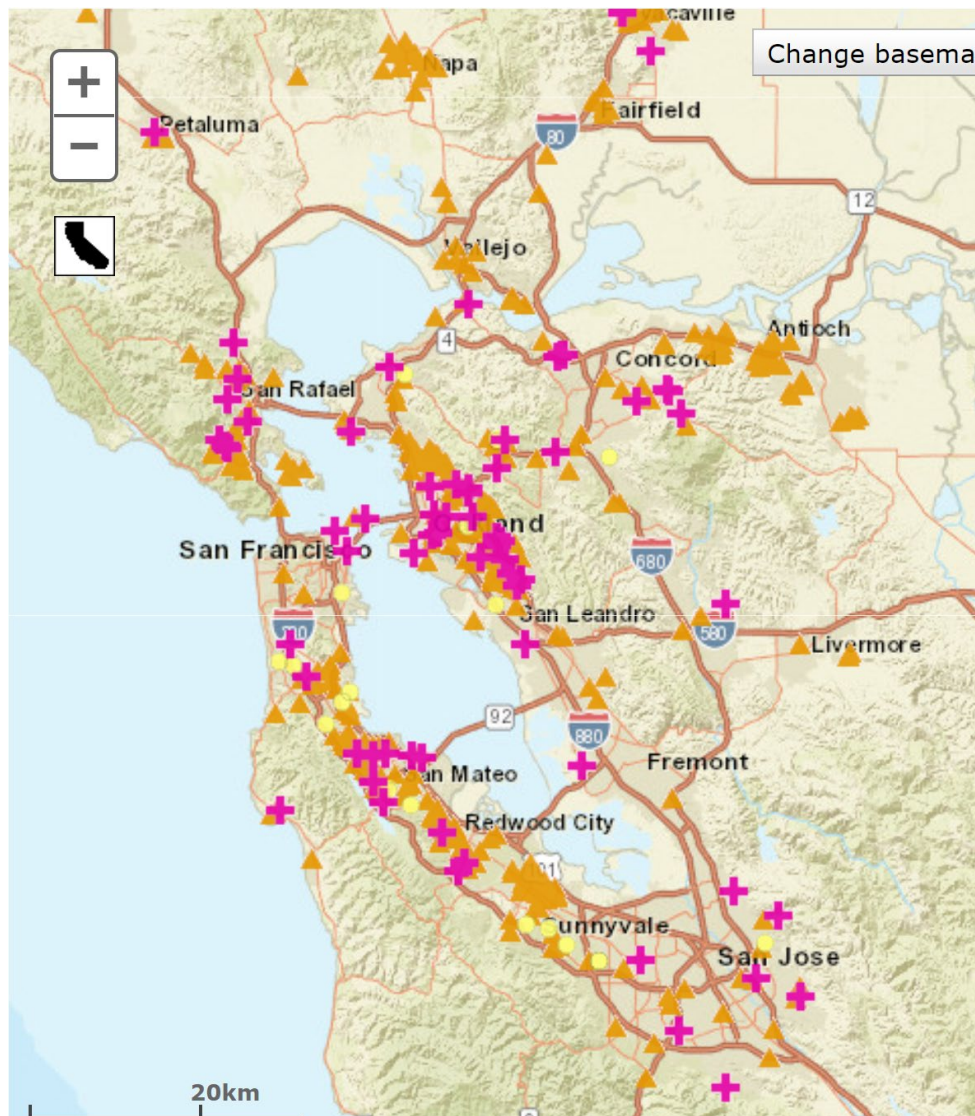
Progress/Accomplishments

- No stoppages/spills in January
- Completed 21.68 miles of sewer main cleaning in January
- Completed 9.83 miles of sewer main inspection in January
- Responded to 17 service request calls in January
- Completed a total of 13 sewer main repairs in January

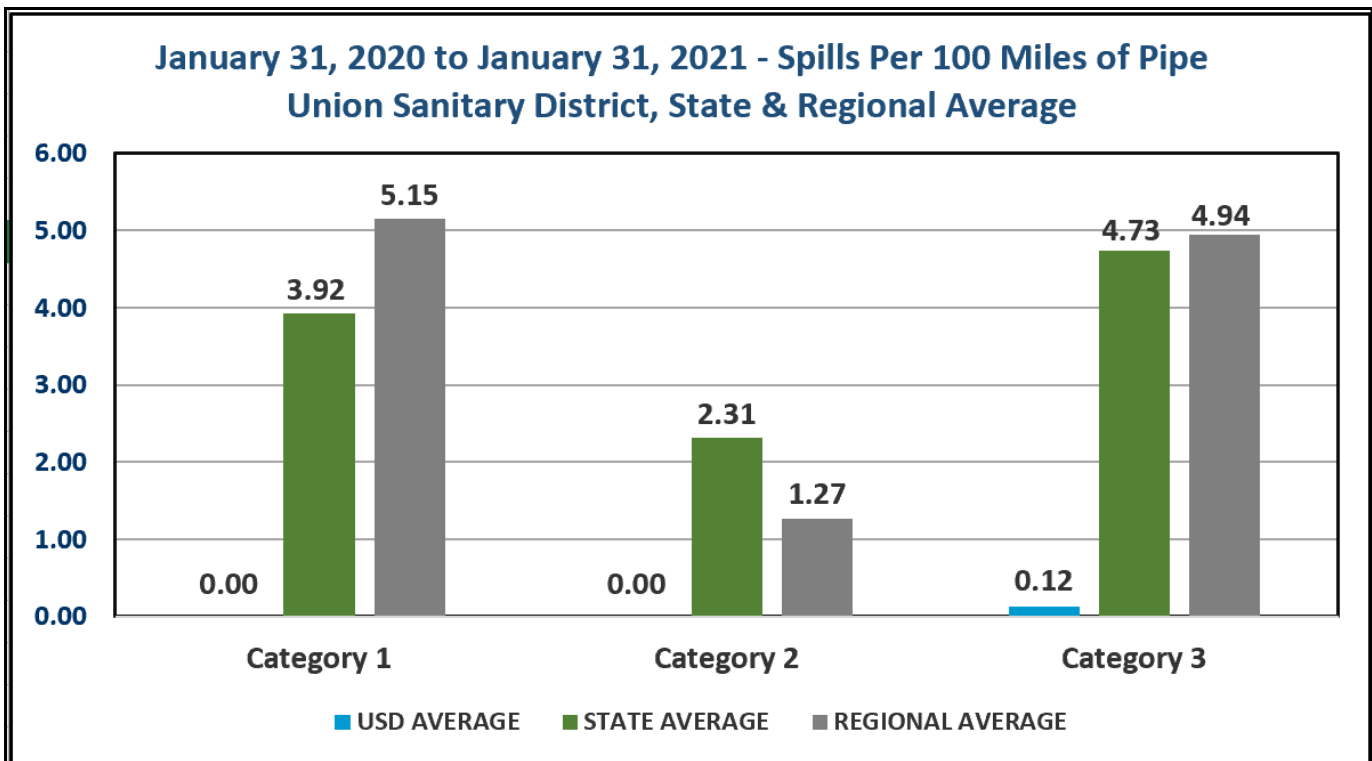
Trainings/Significant Events

- 6 Months No Spills

Reported Bay Area Spills January 31, 2020 to January 31, 2021



January 31, 2020 to January 31, 2021 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



Spill Rate Statistics - January 31, 2020 to January 31, 2021

Spills per 100 Miles of Pipe

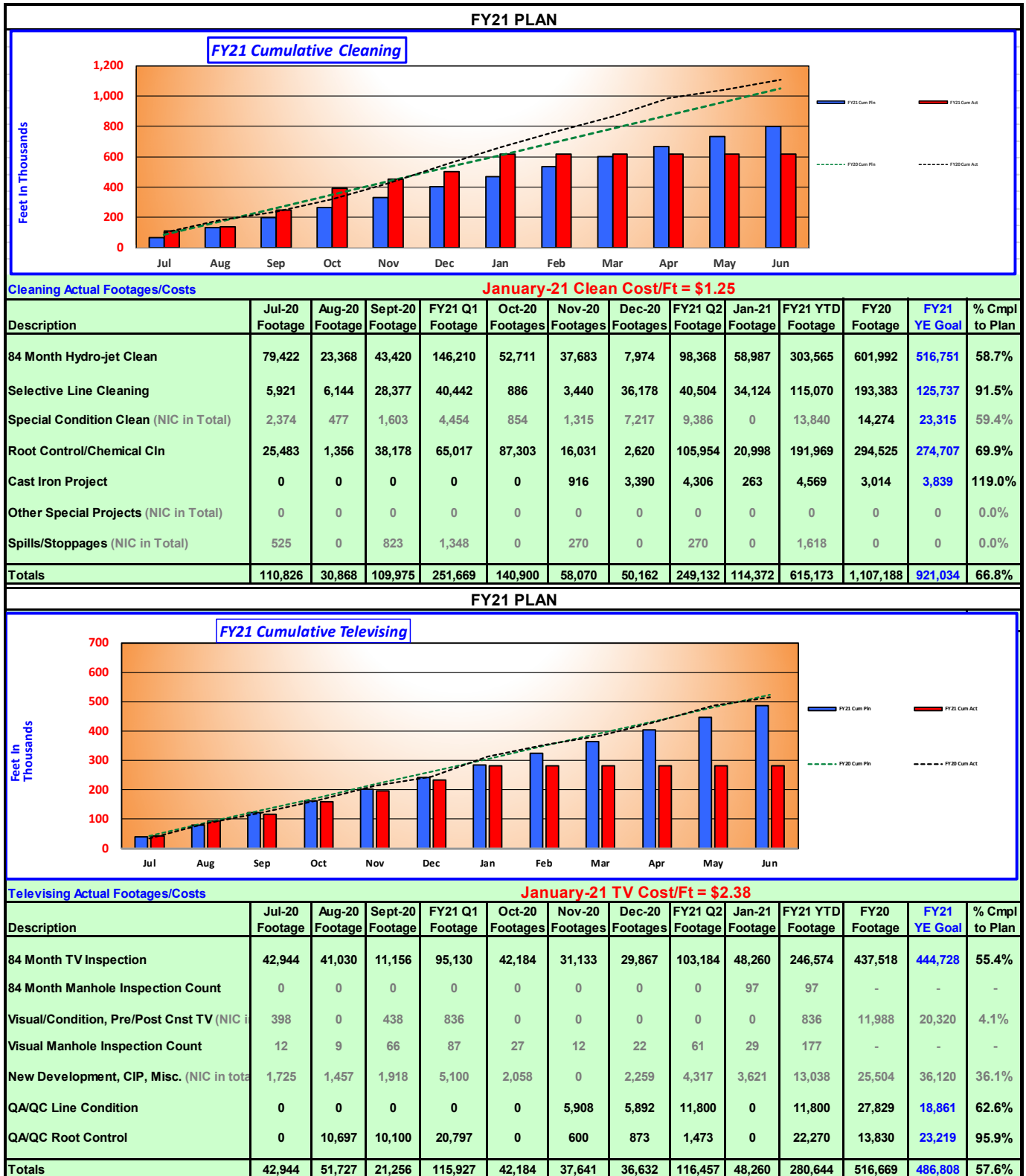
	Category 1	Category 2	Category 3
USD AVERAGE	0.00	0.00	0.12
STATE AVERAGE	3.92	2.31	4.73
REGIONAL AVERAGE	5.15	1.27	4.94

Category 1 - 1,000 gallons or more. Discharges to surface water, not fully captured

Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured

Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

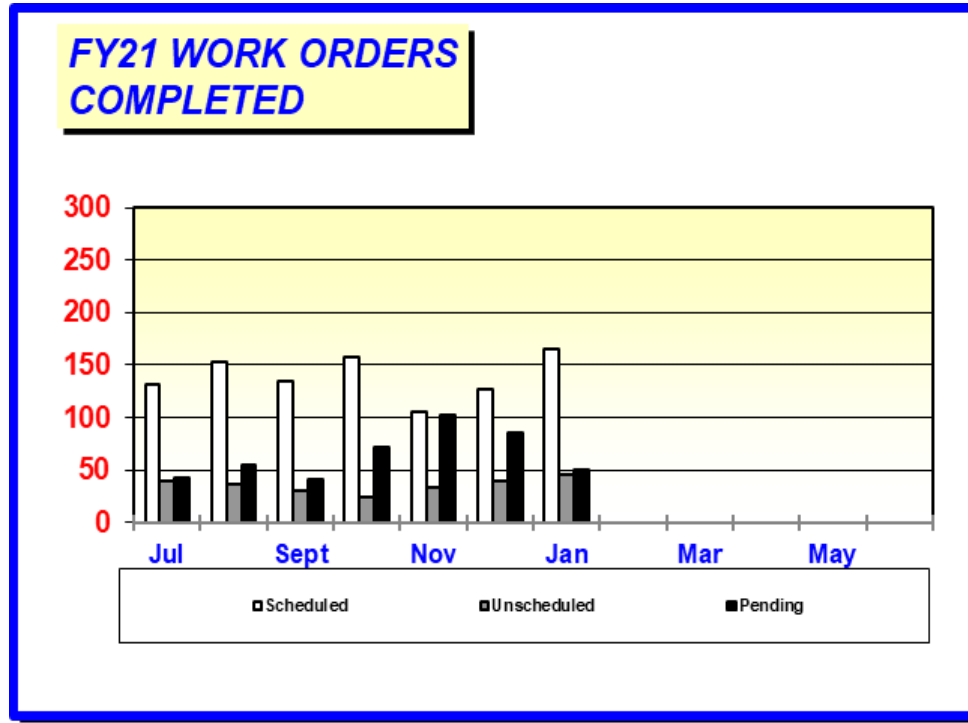
Performance Measures



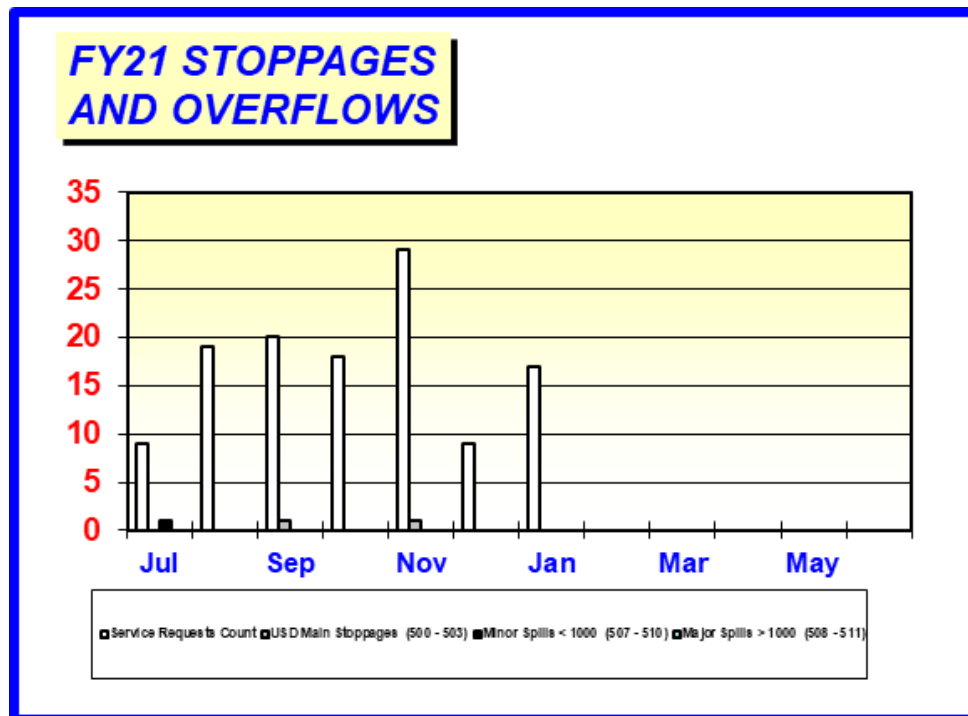
Other Collection Services Status Data:

Support Team Work Order Status:

C/S



Maintenance Status:



Fabrication, Maintenance and Construction
Activities Report
January 2021

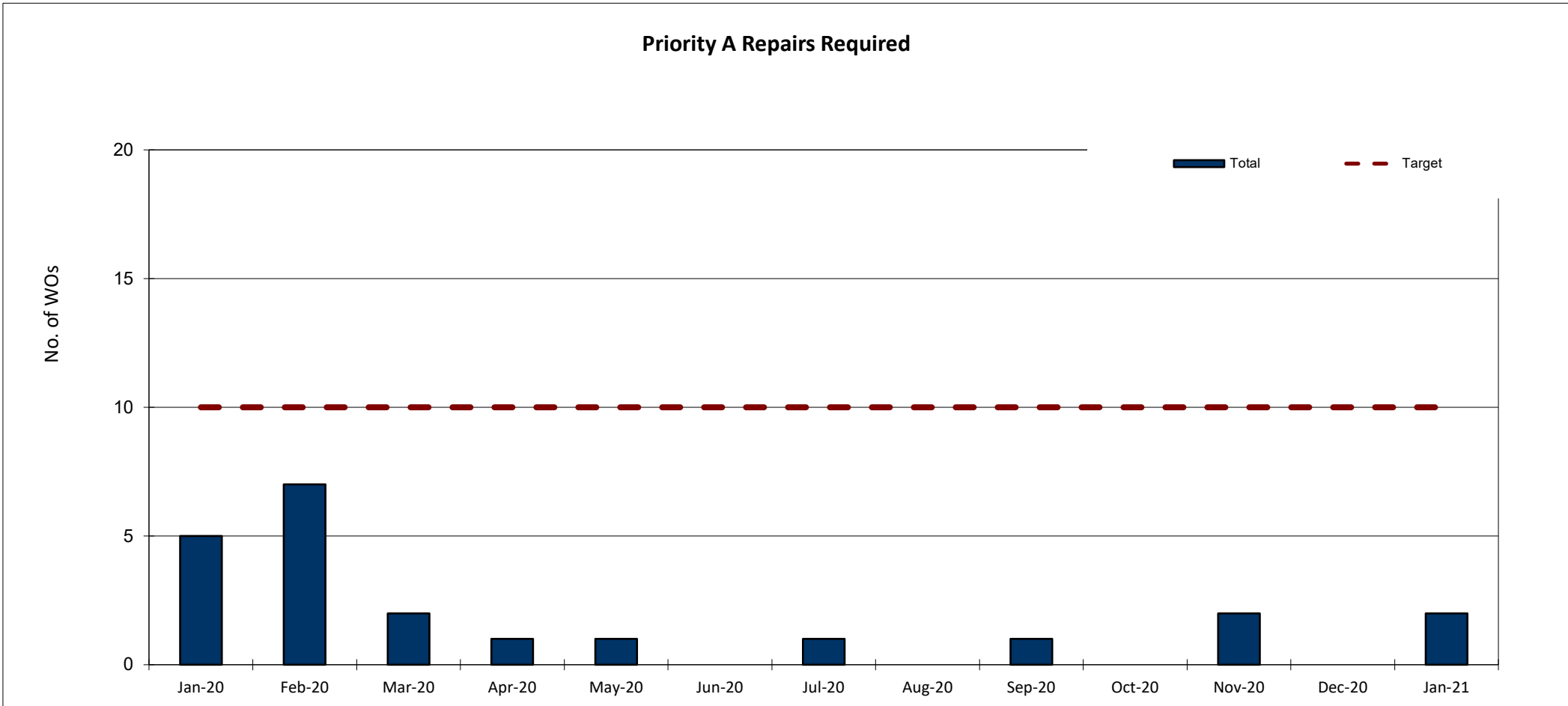
Progress/Accomplishments

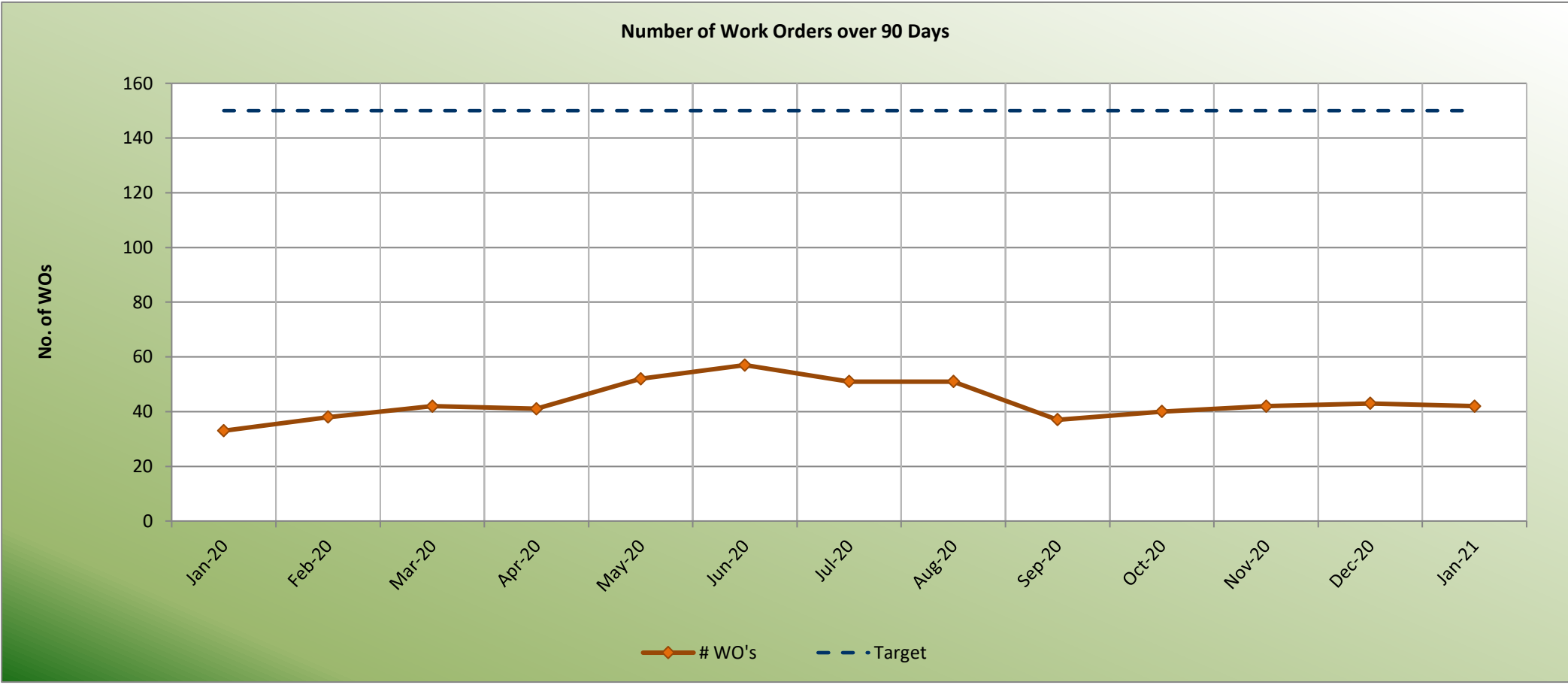
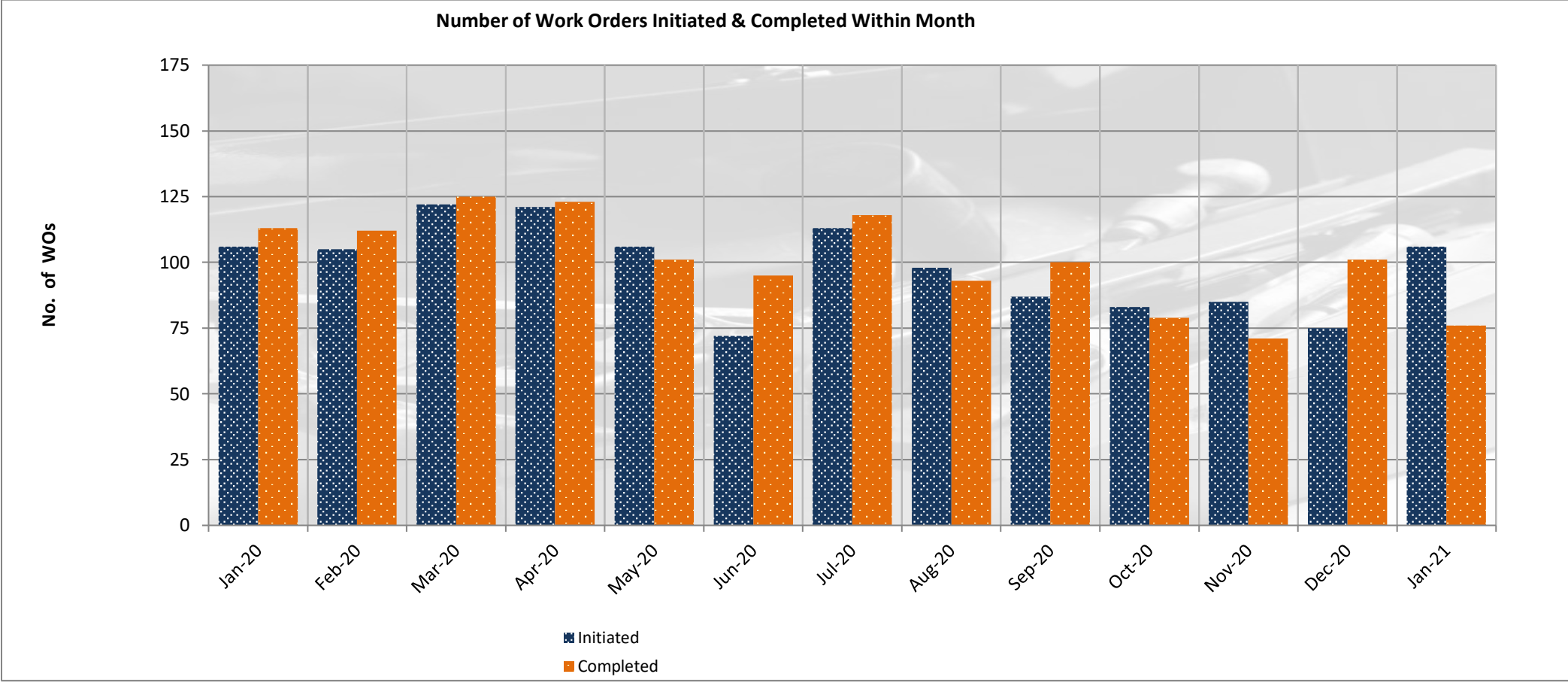
- Completed 96.34% of preventive maintenance activities for the month of January
- Completed 76 corrective maintenance work orders for the month of January
- Brought Cogens 1 & 2 online
- Overhaul Odor Scrubber 5
- Replace bronze bushings on isolation gates for IPS EQ Basin
- Boiler 7 training and operational testing

Future Planning

- Scraper arm replacement on GBT 1
- Secondary Digester 2 pressure testing
- Centrifuge 3 8K service
- Cogen emissions testing with Blue Sky Enviornmental

Performance Measurements





**Treatment & Disposal
Activities Report
January 2021**

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits
- Completed 99% preventive maintenance activities for the month of January
- Supported the Odor Scrubber Pilot at the Headworks building by performing daily operator rounds
- Supported the Digester 7 Project functional testing of the new Boiler 7 and its ancillary equipment, and executed related SOSRs
- Executed Alvarado Influent Pump Station Pump and VFD Replacement Project SOSRs for air, water, instrumentation, and electrical outage needs
- Supported Hydraulic and Electric Plant Shutdowns for 12KV/KV maintenance
- Attended T&D meeting to discuss recommended changes to wet weather sampling procedures; shared changes with staff
- Reviewed ETSU Phase 1A 50% Design Drawings, Specifications, and Proposed Sequencing Plan and provided comments and questions to Hazen
- Attended the ETSU Phase 1A 50% Design Presentation and provided input
- Prepared a board item for the award of Lab services in the Environmental Compliance program to McCampbell Analytical Inc.
- Coordinated the BAAQMD inspection of the treatment plant gasoline dispensing system
- Reviewed and recommended revisions to wet weather procedures to achieve compliance with the reissued NPDES permit for Old Alameda Creek
- Reviewed the ETSU air modeling results and the application to BAAQMD for authority to construct ETSU phase 1A improvements
- Continued sampling for the wastewater-based epidemiology (WBE) study for covid-19
- Attended BACWA Laboratory, Air, and Permits committee meetings
- Revised EBDA billing to reflect changes in the PG&E service without community aggregation
- Conducted a quarterly management review of the Laboratory transition to TNI

Future Planning

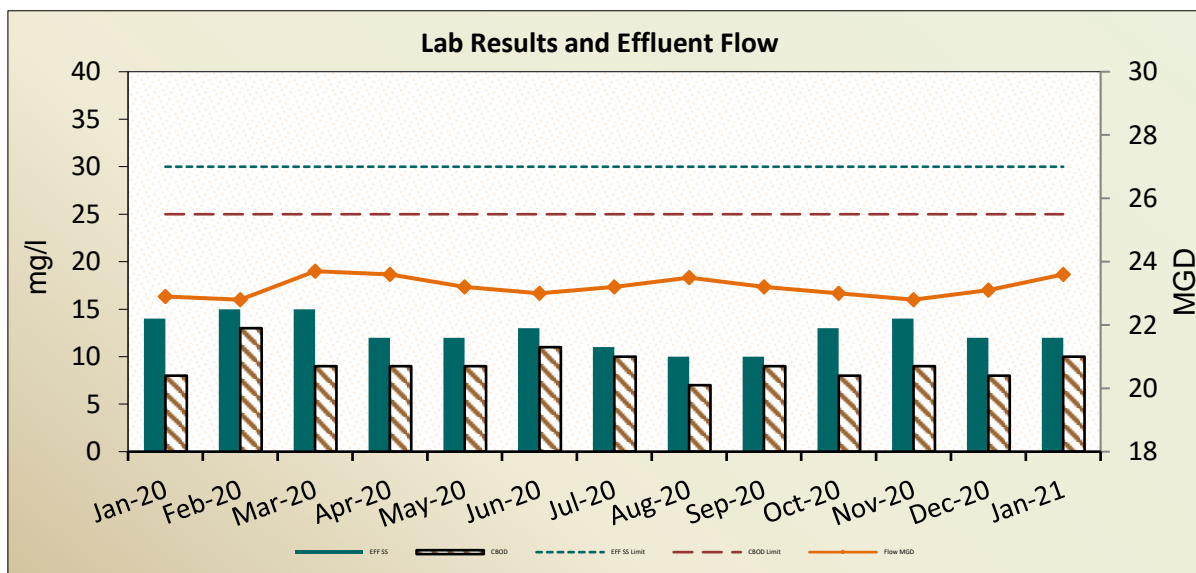
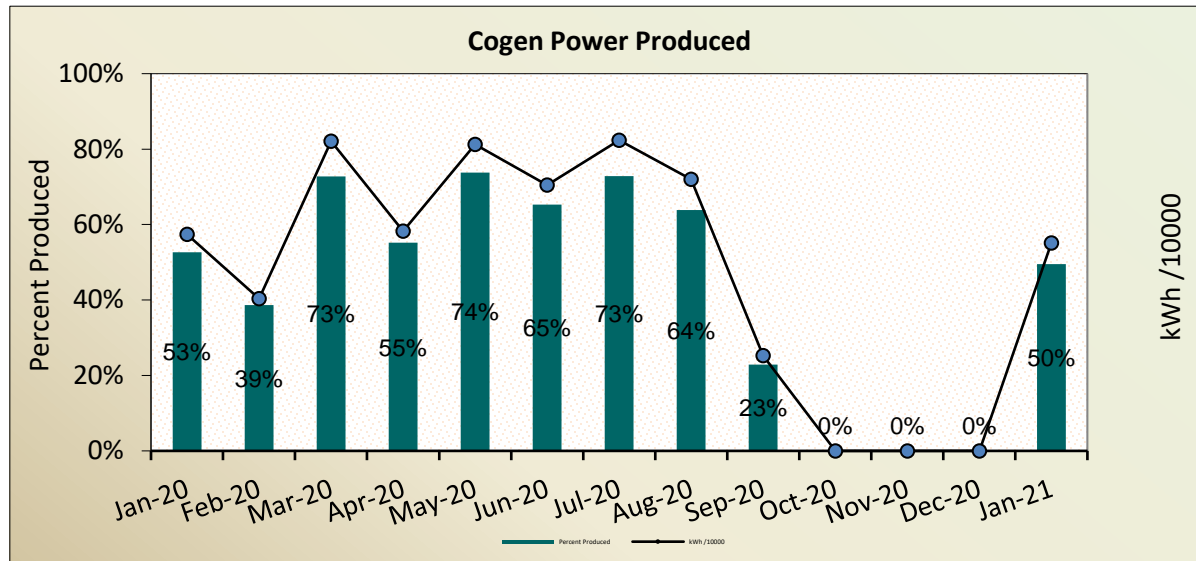
- Commission Primary Digester 2 and put it in full service
- Commission Secondary Digester 2 and put it in full service
- Release the RFP for Cleaning Primary Digester 1 and Secondary Digester 1
- Support the Odor Scrubber Pilot at the West Primary Building by performing daily operator rounds
- Support the Digester 7 Project Functional testing, Operational testing, and SOSRs related to Boiler 7 and the Iron Salts pumping system
- Attend the ETSU Phase 1A Controls Description Review meetings and provide input
- Attend the Standby Power Project update meeting and provide input
- Complete the Annual Biosolids report and submit it to the EPA and SWRCB
- Submit T&D FY21 mid-year budget report
- Participate in the kickoff meeting for revising the EBDA NPDES permit
- Attend the BACWA annual meeting
- Participate in a meeting to discuss ETSU aeration air controls
- Complete BACWA nutrients survey and the NACWA biosolids survey

- Schedule an annual meeting to review the Laboratory program and TNI transition progress
- Project 2024 expected nutrient load cap in accordance with the Watershed Nutrient Permit No. 2
- Prepare an application for the NACWA Peak Performance Award

Other

- Cogen system produced 50% of power consumed for the month of January

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Nov-20	Dec-20	Jan-21
Copper, µg/l	78	5.2	5.7	5.1
Mercury, µg/l	0.066	0.0019	0.0018	0.0021
Cyanide, µg/l	42	E 1.6	4.0	< 1
Ammonia- N, mg/L (Range)	130	41.2 - 44	45 - 49.8	43.1 - 47
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	39 - 51	28 - 50	25 - 32
• 11-Sample 90th Percentile	1100	66 - 82	77 - 82	60 - 77
Enterococci				
• Monthly Geometric Mean	240	10.0	11.5	18.8
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 6b**

TITLE: Fiscal Year 2021 Second Quarter Managed Investment Portfolio Report (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Work Group Manager, CFO

Recommendation
Information only.

Discussion

The attached report from PFM shows the District's positions for the 2nd Quarter of Fiscal Year 2021 (ending December 31, 2020)

This reporting format is intended to supplement the existing Monthly Operations Report provided by Staff for the months of October, November and December of 2020 and includes the following sections, which will be presented in detail:

- Market Update
- Investment Performance Review
- Portfolio Transactions and Holdings
- Disclosures
- Glossary

Representatives from PFM and Staff will be available to answer questions.

Background

In October of 2018, the Board authorized the General Manager to sign the Portfolio Management Services Contract with PFM Asset Management LLC (PFM) for investment

management services. The strategy behind this decision was to maximize investment returns to the extent practicable, while maintaining compliance with all policy, legal and regulatory requirements for government agency investments. The provision of comprehensive portfolio reporting and current economic analyses were both deliverables in the contract negotiated with PFM.

Previous Board Action

None

Attachment:

Investment Performance Review for the Quarter Ended December 31, 2020.



UNION SANITARY DISTRICT

Investment Performance Review For the Quarter Ended December 31, 2020

Client Management Team

Monique Spyke, Managing Director

PFM Asset Management LLC

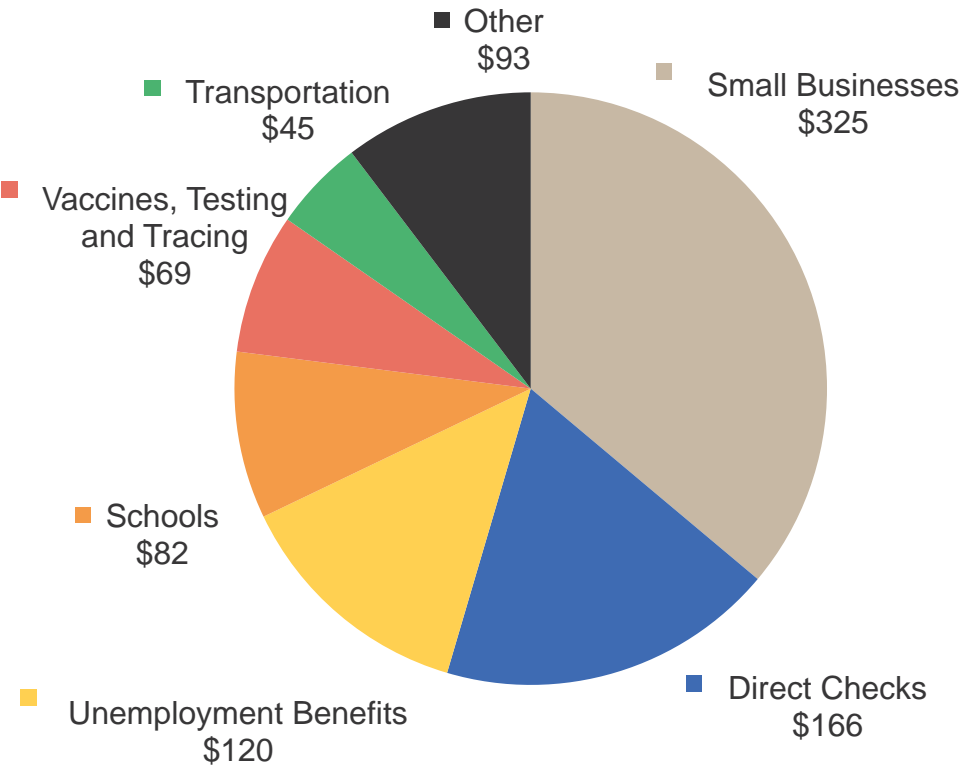
44 Montgomery Street, 3rd Floor
San Francisco, CA 94104
415-982-5544

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

Congress Passes a New \$900 Billion Pandemic Relief Package

New Emergency Relief Package, in billions



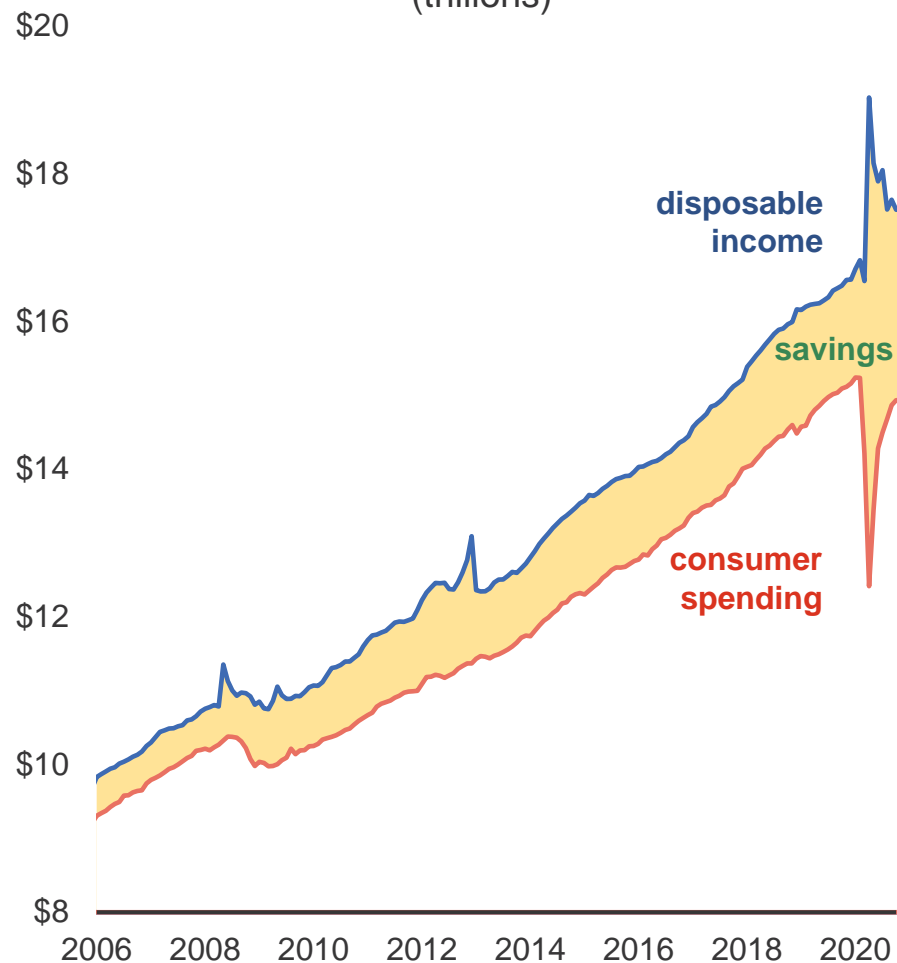
Other Ongoing Economic Support Measures

- Federal Reserve’s near-zero interest rate target
- Federal Reserve’s asset purchase programs and backstop of multiple asset classes
- CARES Act and Pandemic Unemployment Assistance programs
- Reduced bank reserve requirements, allowing looser financial conditions

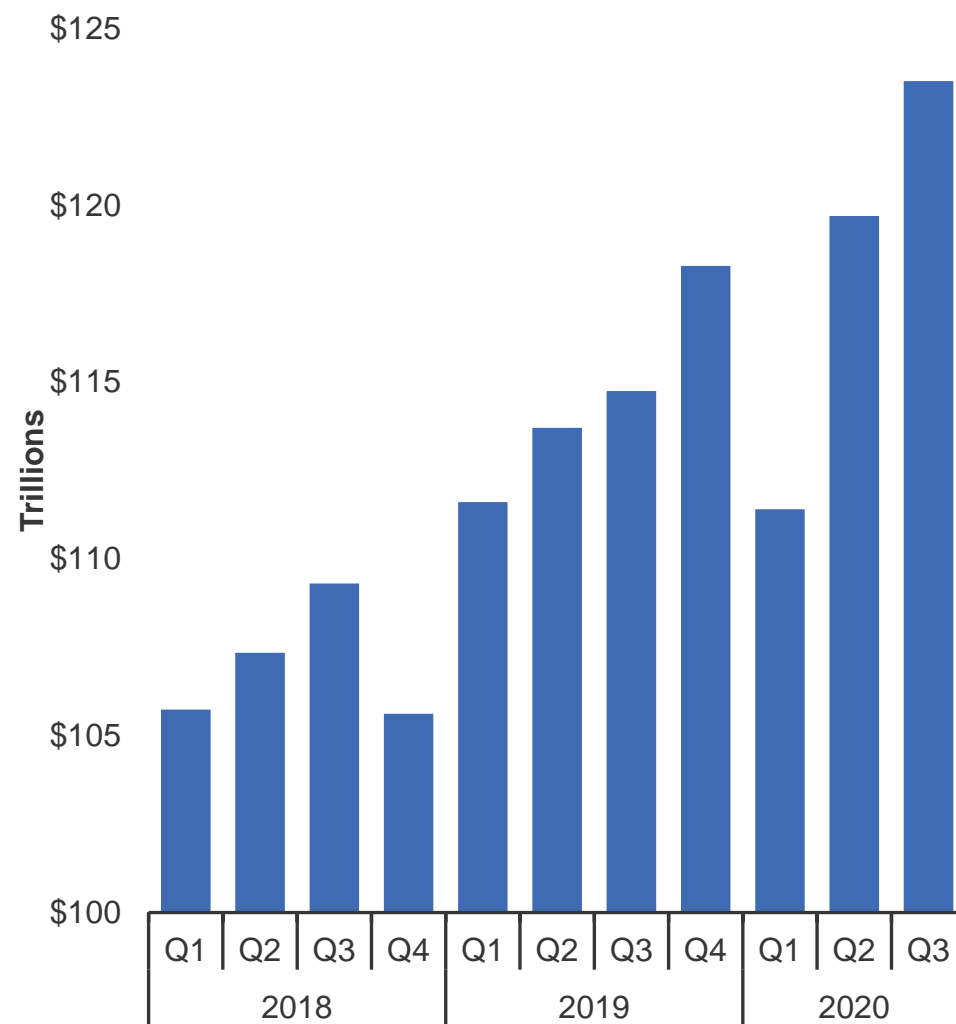
Source: WSJ and Congressional aides, most recent data as of 12/31/2020. “Other” includes support for small banks that serve low-income and minority communities, childcare and broadband services, among other categories.

Accumulated Savings and Wealth Are Likely to Fuel Consumer Spending

Personal Savings in U.S.
(trillions)

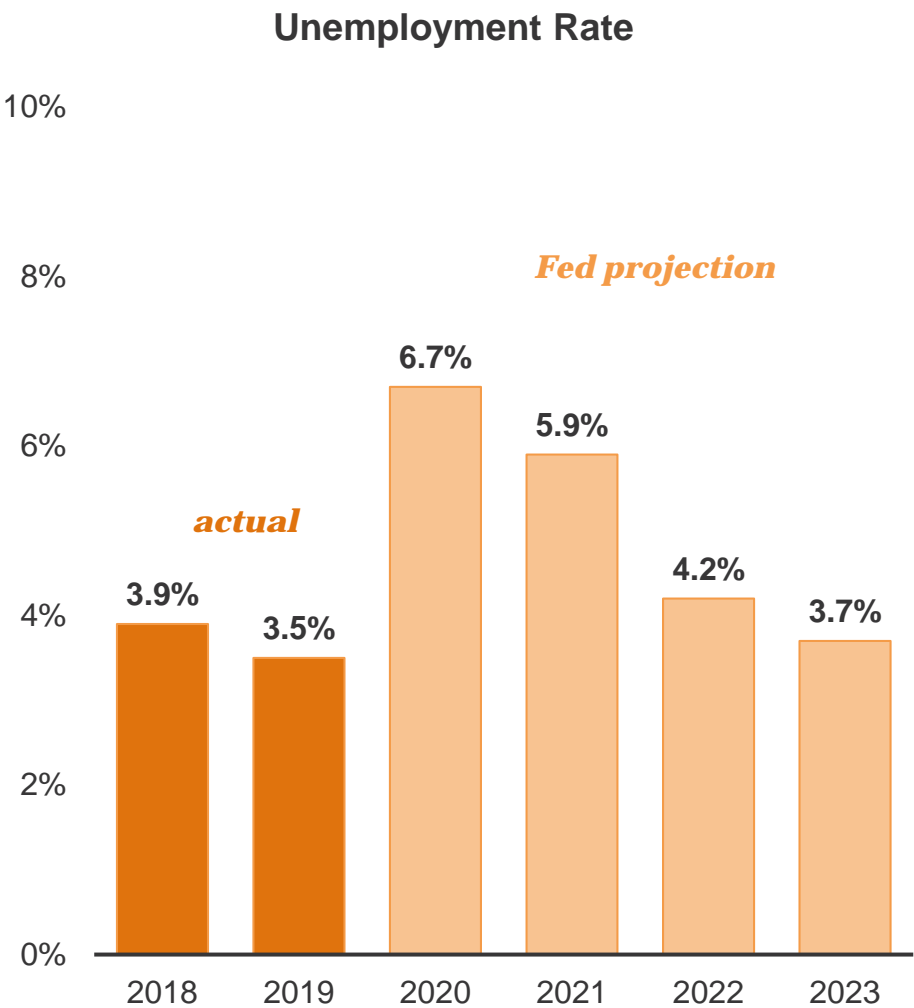
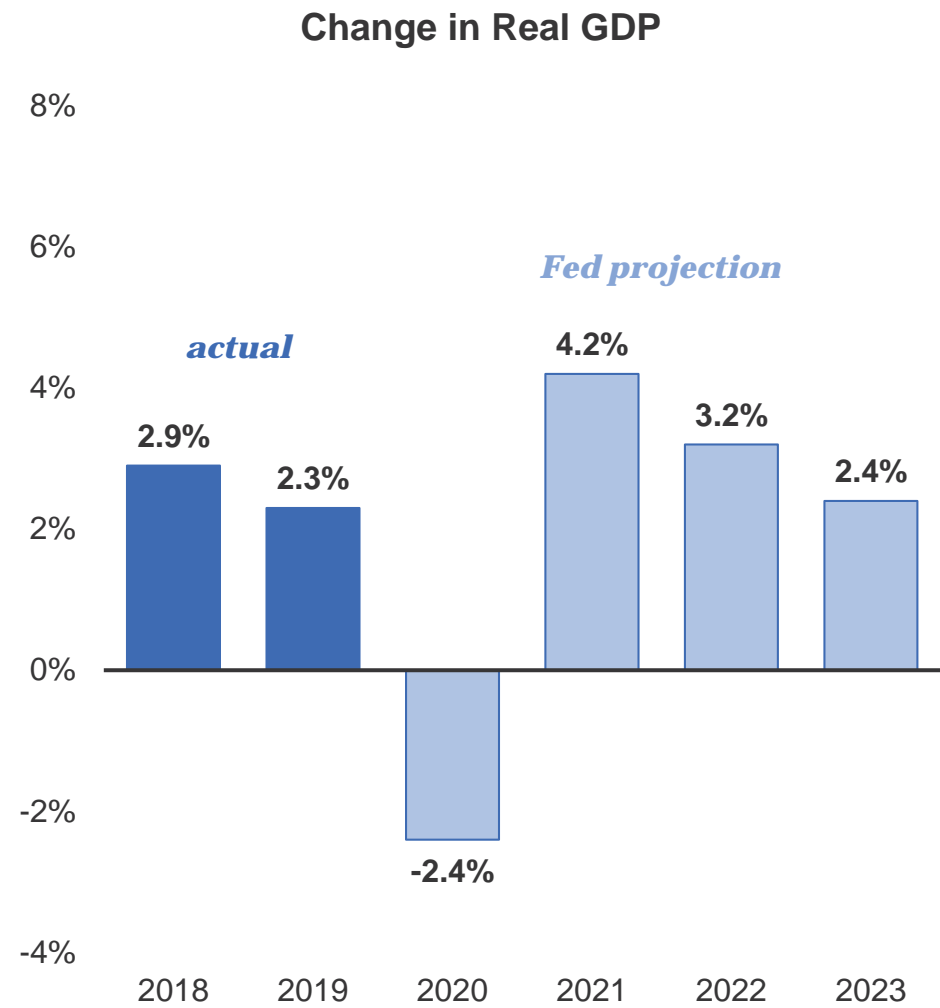


Household Net Worth



Source (left): Federal Reserve, as of December 2020. Sources (right): U.S. Bureau of Economic Analysis and FRED.

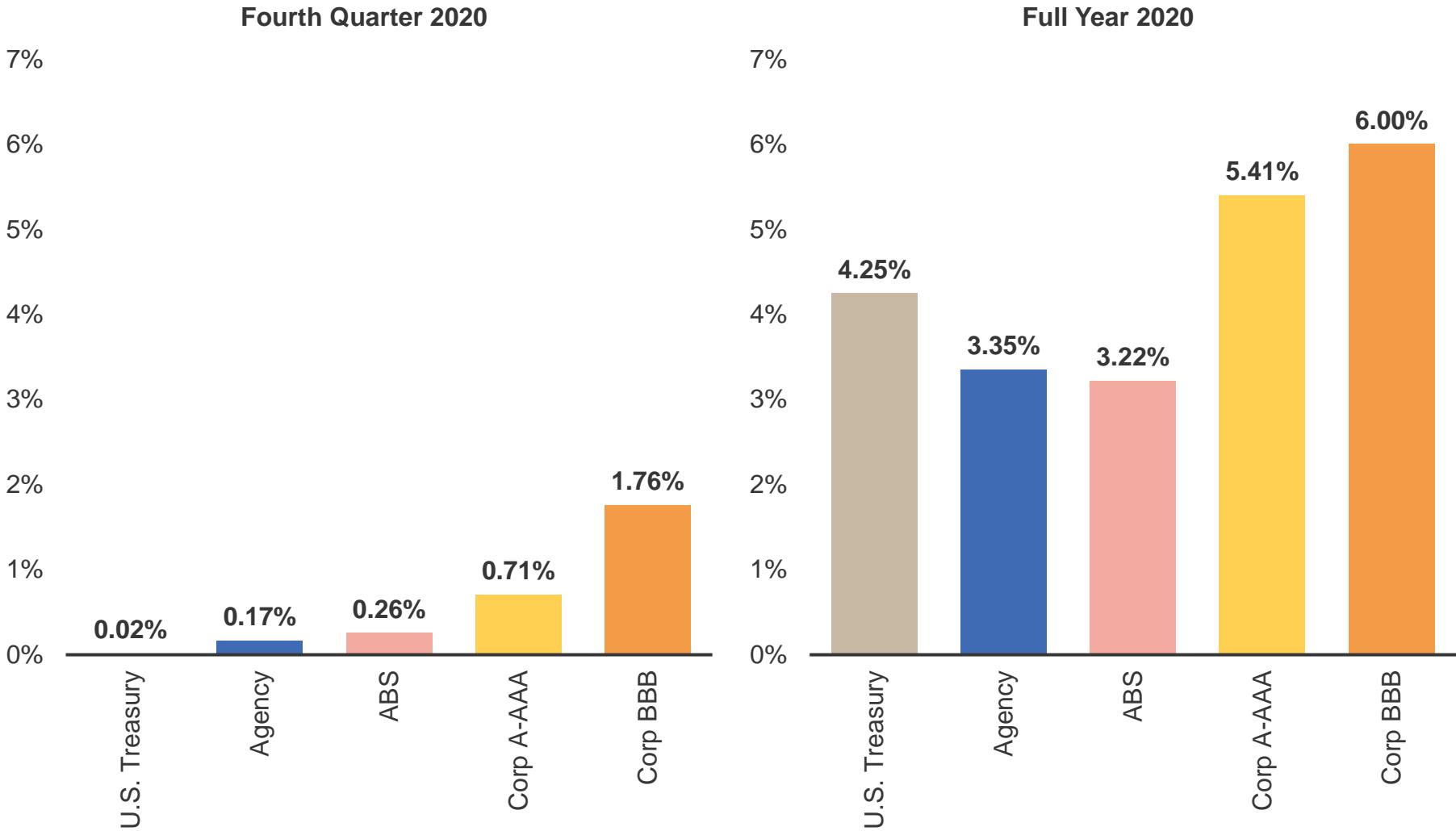
Fed Expects Economy to Recover Further in 2021



Source: Federal Reserve, economic projections as of December 2020.

Credit Sector Continues Strong Outperformance in the Fourth Quarter

1-5 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of 12/30/2020.

Equities Rise to Record High on Vaccine News and Passing of New Stimulus

S&P 500 Price Chart



Source: Bloomberg, as of 12/31/2020.

Investment Performance Review

Portfolio Recap

- Our strategy for the fourth quarter encompassed the following:
 - Approaches carried forward from the third quarter: maintain allocations in most sectors, match benchmark's duration, and carefully manage risk considering various headwinds caused by the uneven and decelerating recovery.
 - Yield spreads returned to near pre-pandemic levels in most sectors at the same time that new supply waned. This limited new investment opportunities in the fourth quarter. As a result, Treasury allocations generally inched higher.
 - After months of consistent supply and attractive value in the federal agency sector, limited new issuance towards year-end slowed new purchases in the sector. However, meaningful additions in prior periods helped boost portfolio returns once again in the fourth quarter.
 - The taxable municipal sector remained abuzz as issuers continued to benefit from record-low borrowing rates. Although yield spreads narrowed significantly since March, new debt issued during the fourth quarter remained an attractive alternative to other government alternatives and even some high-quality corporate issuers. PFM generally maintained municipal allocations through participation in a number of new deals.
 - Investment grade corporates outpaced the performance of most other sectors during the quarter. Corporates proved to be a valuable asset class for both the quarter and for all of 2020, despite significant market disruptions early in the year. Investors' strong demand for yield pushed spreads even tighter during the fourth quarter, which ended the year near 20-year lows.
 - Allocations of AAA-rated asset-backed securities (ABS) were maintained during the final months of 2020. The sector posted strong absolute and relative returns for both the fourth quarter and the calendar year while providing diversification and incremental income to portfolios. The combination of quiet new issuance towards year end and robust demand limited new opportunities in the sector.

Sector Allocation & Compliance

- The portfolio is in compliance with the District's Investment Policy and California Government Code.

Security Type	Market Value	% of Portfolio	Permitted by Policy	In Compliance
U.S. Treasury	\$19,987,486	34.8%	100%	✓
Federal Agency	\$19,965,969	34.7%	100%	✓
Municipal Obligations	\$2,033,480	3.5%	100%	✓
Negotiable CDs	\$4,244,843	7.4%	30%	✓
Commercial Paper	\$999,721	1.7%	25%	✓
Corporate Notes	\$9,298,235	16.2%	30%	✓
Asset-Backed Securities	\$924,324	1.6%	20%	✓
Securities Sub-Total	\$57,445,058	100.0%		
Accrued Interest	\$201,923			
Total Investments	\$57,646,981	100.0%		

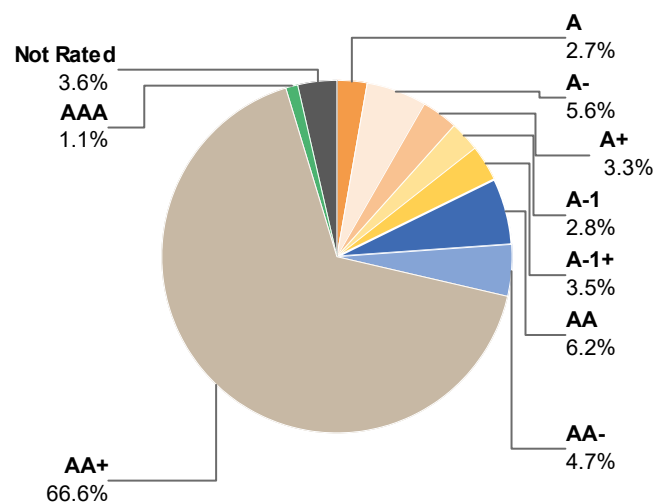
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of January 2019.

Portfolio Statistics

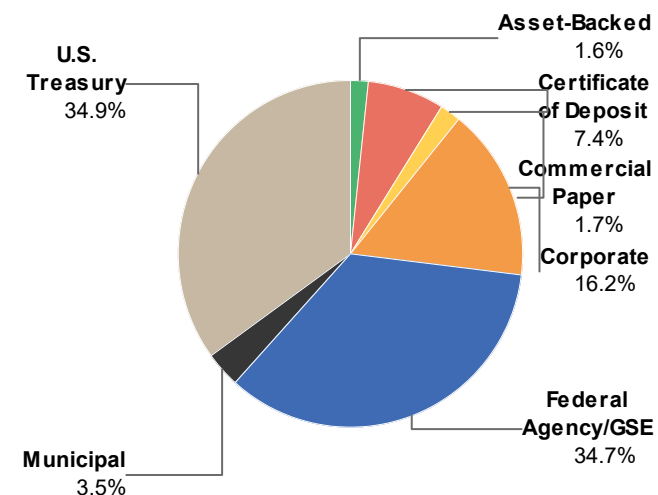
As of December 31, 2020

Par Value:	\$56,141,000
Total Market Value:	\$57,646,981
Security Market Value:	\$57,445,058
Accrued Interest:	\$201,923
Cash:	\$-
Amortized Cost:	\$56,123,387
Yield at Market:	0.29%
Yield at Cost:	1.49%
Effective Duration:	2.11 Years
Average Maturity:	2.29 Years
Average Credit: *	AA

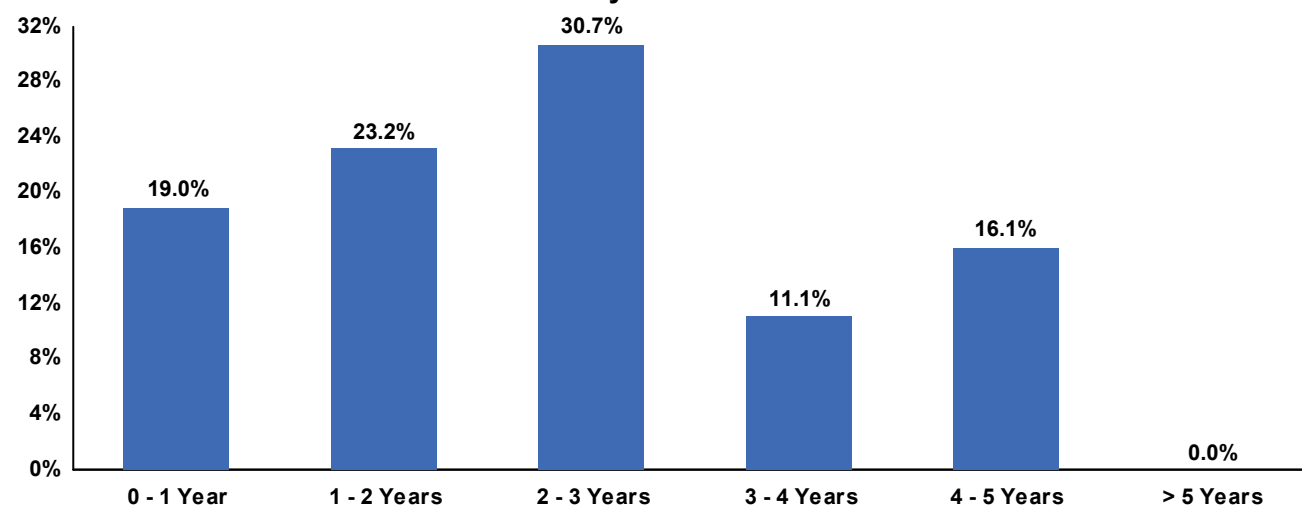
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

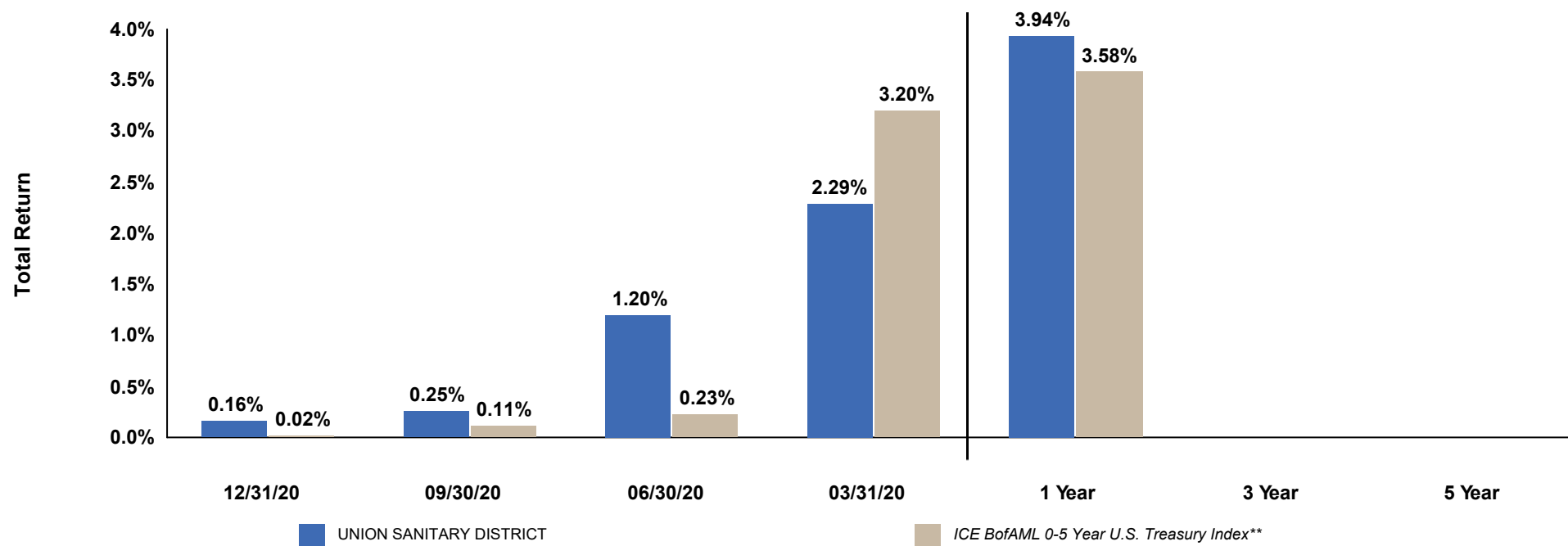


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

**Securities held in the District's portfolio are in compliance with California Government Code and the District's Investment Policy dated January 2019.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				Annualized Return		
		12/31/20	09/30/20	06/30/20	03/31/20	1 Year	3 Year	5 Year
UNION SANITARY DISTRICT	2.11	0.16%	0.25%	1.20%	2.29%	3.94%	-	-
Net of Fees*	-	0.14%	0.23%	1.18%	2.27%	3.85%	-	-
ICE BofAML 0-5 Year U.S. Treasury Index**	2.11	0.02%	0.11%	0.23%	3.20%	3.58%	-	-
Difference (Gross)		0.14%	0.14%	0.97%	-0.91%	0.36%	-	-
Difference (Net)		0.12%	0.12%	0.95%	-0.93%	0.27%	-	-



Portfolio performance is gross of fees unless otherwise indicated.

*Fees were calculated based on average assets during the period at the contractual rate.

**Intercontinental Exchange Bank of America Merrill Lynch 0-5 Year U.S. Treasury Index.

Portfolio Earnings**Quarter-Ended December 31, 2020**

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (09/30/2020)	\$57,675,136.10	\$56,189,903.52
Net Purchases/Sales	(\$109,870.46)	(\$109,870.46)
Change in Value	(\$120,207.38)	\$43,354.14
Ending Value (12/31/2020)	\$57,445,058.26	\$56,123,387.20
Interest Earned	\$212,403.40	\$212,403.40
Portfolio Earnings	\$92,196.02	\$255,757.54

Periodic Performance

Periodic Performance				
	Current Quarter	Q3 2020	Q2 2020	Since Inception 3/31/2019
Net Accrual Earnings	\$212,403	\$238,551	\$263,098	\$1,822,202
Change in Market Value	-\$120,207	-\$96,353	\$427,170	\$3,668,582
Total Dollar Return	\$92,196	\$142,198	\$690,267	\$3,738,787
Fees	\$12,435	\$12,423	\$12,260	\$89,774
Fees in Basis Points*	0.02%	0.02%	0.02%	0.13%
Net Dollar Return	\$79,761	\$129,775	\$678,007	\$3,649,013
Net of Fees Return	0.14%	0.23%	1.18%	3.76%

Fees were calculated based on average assets during the period at the contractual rate. *Fees are calculated based on basis points.

Sector/Issuer Distribution

As of December 31, 2020

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Asset-Backed			
CARMAX AUTO OWNER TRUST	189,811	20.5%	0.3%
HONDA AUTO RECEIVABLES	311,352	33.7%	0.5%
TOYOTA MOTOR CORP	423,162	45.8%	0.7%
Sector Total	924,324	100.0%	1.6%
Certificate of Deposit			
AMERICAN EXPRESS CO	254,126	6.0%	0.4%
BELMONT SAVINGS BANK	254,008	6.0%	0.4%
BMW FINANCIAL SERVICES NA LLC	252,858	6.0%	0.4%
CREDIT AGRICOLE SA	578,766	13.6%	1.0%
CREDIT SUISSE GROUP RK	435,782	10.3%	0.8%
DISCOVER FINANCIAL SERVICES	252,178	5.9%	0.4%
DNB ASA	445,229	10.5%	0.8%
PONCE DE LEON FEDERAL BK	250,848	5.9%	0.4%
SOCIETE GENERALE	579,354	13.6%	1.0%
STATE BANK OF INDIA	252,500	5.9%	0.4%
SUMITOMO MITSUI FINANCIAL GROUP INC	436,142	10.3%	0.8%
SYNCHRONY BANK	253,051	6.0%	0.4%
Sector Total	4,244,843	100.0%	7.4%

UNION SANITARY DISTRICT

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Commercial Paper			
MITSUBISHI UFJ FINANCIAL GROUP INC	999,721	100.0%	1.7%
Sector Total	999,721	100.0%	1.7%
Corporate			
AMAZON.COM INC	704,331	7.6%	1.2%
AMERICAN EXPRESS CO	1,026,214	11.0%	1.8%
AMERICAN HONDA FINANCE	430,134	4.6%	0.7%
APPLE INC	329,021	3.5%	0.6%
BANK OF AMERICA CO	546,270	5.9%	1.0%
BRISTOL-MYERS SQUIBB CO	427,573	4.6%	0.7%
CHEVRON CORPORATION	1,004,983	10.8%	1.7%
EXXON MOBIL CORP	1,031,684	11.1%	1.8%
JP MORGAN CHASE & CO	661,519	7.1%	1.2%
PACCAR FINANCIAL CORP	598,818	6.4%	1.0%
STATE STREET CORPORATION	533,434	5.7%	0.9%
TOYOTA MOTOR CORP	450,230	4.8%	0.8%
TRUIST FIN CORP	544,655	5.9%	0.9%
WAL-MART STORES INC	1,009,370	10.9%	1.8%
Sector Total	9,298,235	100.0%	16.2%
Federal Agency/GSE			
FANNIE MAE	9,650,906	48.4%	16.8%
FEDERAL FARM CREDIT BANKS	3,261,397	16.3%	5.7%

UNION SANITARY DISTRICT

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
FEDERAL HOME LOAN BANKS	2,373,538	11.9%	4.1%
FREDDIE MAC	4,671,129	23.4%	8.1%
Sector Total	19,956,969	100.0%	34.7%
Municipal			
CITY OF RIVERSIDE	502,865	24.7%	0.9%
STATE OF CALIFORNIA	1,026,340	50.5%	1.8%
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT	504,275	24.8%	0.9%
Sector Total	2,033,480	100.0%	3.5%
U.S. Treasury			
UNITED STATES TREASURY	19,987,486	100.0%	34.8%
Sector Total	19,987,486	100.0%	34.8%
Portfolio Total	57,445,058	100.0%	100.0%

Investment Strategy Outlook

- ◆ As 2020 ends, the uncertainties of 2021 now come into focus. Significant central bank intervention is expected to continue, and we expect interest rates will remain low for the foreseeable future. The speed of vaccine rollouts will ultimately drive the pace of the anticipated “return to normalcy.” Considering the economic uncertainties that remain, we plan on maintaining the portfolio’s neutral duration position relative to the benchmark.
- ◆ Our outlook for major investment-grade sectors includes the following:
 - Agencies: Strong demand for agency bonds has pushed incremental yield spreads in basis points down to single digits. While the portfolio currently includes larger allocations relative to prior years when spreads were consistently tight to similar-duration treasuries, holdings for 2021 will be more strategic—reduced holdings of shorter maturities where spreads may be narrower while continuing to participate in attractive longer new issues.
 - Taxable Municipals: We continue to find value in the sector. As a result, we will continue to participate in new high-quality issues and increase the portfolio’s allocation while the sector remains attractive. Additional fiscal stimulus targeted to state and local governments would be a big credit positive should it occur under the new federal administration.
 - Corporates: Continued economic recovery, vaccine rollouts, and supportive monetary policies around the world serve as primary tailwinds. Due to incremental income potential, corporates will remain a core, long-term holding. We may look to add to the sector should spreads widen; however, this may be challenging, as market demand seems insatiable while issuance is expected to fall from the record new supply seen in 2020.
 - Asset-Backed Securities (ABS): ABS spreads are on the tighter side of their historical ranges. However, demand for ABS remains elevated as investors look for income return in high-quality sectors. New issuance is expected to be strong in 2021, and we will likely seek opportunities to purchase new, attractively-yielding AAA-rated issues to boost portfolio income-earning potential.

Portfolio Transactions and Holdings

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
10/7/20	10/9/20	1,625,000	3133EMAM4	FEDERAL FARM CREDIT BANK (CALLABLE)	0.25%	9/21/23	1,622,440.63	0.31%	
10/21/20	10/22/20	415,000	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/25	412,992.61	0.49%	
10/23/20	10/26/20	259,000	3136G46V0	FANNIE MAE NOTES (CALLABLE)	0.31%	1/26/24	258,896.40	0.32%	
10/26/20	10/28/20	1,010,000	3135G04Z3	FANNIE MAE NOTES	0.50%	6/17/25	1,013,304.38	0.47%	
11/9/20	11/12/20	520,000	3135G06G3	FANNIE MAE NOTES	0.50%	11/7/25	518,138.40	0.57%	
12/2/20	12/4/20	470,000	3137EAFA2	FREDDIE MAC NOTES	0.25%	12/4/23	469,534.70	0.28%	
Total BUY		4,299,000					4,295,307.12		

INTEREST

10/1/20	10/1/20	1,000,000	13063DAD0	CA ST TXBL GO BONDS	2.36%	4/1/22	11,835.00		
10/5/20	10/5/20	247,000	02587DN38	AMERICAN EXPRESS CREDIT CD	2.45%	4/5/22	3,034.04		
10/5/20	10/5/20	970,000	3135G0T45	FANNIE MAE NOTES	1.87%	4/5/22	9,093.75		
10/11/20	10/11/20	965,000	931142DH3	WAL MART STORES INC GLOBAL NT (CALLABLE)	2.55%	4/11/23	12,303.75		
10/14/20	10/14/20	560,000	3130AJHU6	FEDERAL HOME LOAN BANK NOTES	0.50%	4/14/25	1,384.44		
10/15/20	10/15/20	415,000	89232HAC9	TAOT 2020-A A3	1.66%	5/15/24	574.08		
10/15/20	10/15/20	185,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	291.38		
10/15/20	10/15/20	1,000,000	3135G0W66	FANNIE MAE NOTES	1.62%	10/15/24	8,125.00		
10/21/20	10/21/20	305,000	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/24	409.21		
10/22/20	10/22/20	1,000,000	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/25	3,090.28		
10/26/20	10/26/20	1,000,000	3130AB3D6	FEDERAL HOME LOAN BANKS NOTES	2.00%	10/26/21	10,000.00		
10/30/20	10/30/20	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24		
10/31/20	10/31/20	590,000	912828X70	US TREASURY N/B NOTES	2.00%	4/30/24	5,900.00		
11/5/20	11/5/20	495,000	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	917.81		
11/10/20	11/10/20	580,000	69371RP83	PACCAR FINANCIAL CORP CORP NOTES	2.65%	5/10/22	7,685.00		

UNION SANITARY DISTRICT

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
11/10/20	11/10/20	415,000	02665WDH1	AMERICAN HONDA FINANCE	1.95%	5/10/23	4,046.25		
11/11/20	11/11/20	325,000	037833DV9	APPLE INC CORPORATE NOTES	0.75%	5/11/23	1,218.75		
11/15/20	11/15/20	415,000	89232HAC9	TAOT 2020-A A3	1.66%	5/15/24	574.08		
11/15/20	11/15/20	185,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	291.38		
11/16/20	11/16/20	1,000,000	166764BG4	CHEVRON CORP (CALLABLE) NOTES	2.10%	5/16/21	10,500.00		
11/18/20	11/18/20	525,000	46625HRL6	JPMORGAN CHASE & CO (CALLABLE) CORP NOTE	2.70%	5/18/23	7,087.50		
11/19/20	11/19/20	530,000	857477AV5	STATE STREET CORP NOTES	1.95%	5/19/21	5,167.50		
11/21/20	11/21/20	305,000	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/24	409.21		
11/22/20	11/22/20	865,000	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	1,081.25		
11/30/20	11/30/20	550,000	912828U65	US TREASURY NOTES	1.75%	11/30/21	4,812.50		
11/30/20	11/30/20	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	378.62		
12/1/20	12/1/20	500,000	769036BA1	RIVERSIDE, CA TXBL PO BONDS	2.12%	6/1/21	5,312.50		
12/2/20	12/2/20	430,000	23341VZT1	DNB BANK ASA/NY LT CD	2.04%	12/2/22	4,459.10		
12/9/20	12/9/20	1,635,000	3133ELH64	FEDERAL FARM CREDIT NOTES (CALLABLE)	0.23%	6/9/22	1,880.25		
12/15/20	12/15/20	415,000	89232HAC9	TAOT 2020-A A3	1.66%	5/15/24	574.08		
12/15/20	12/15/20	185,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	291.38		
12/17/20	12/17/20	1,875,000	3135G04Z3	FANNIE MAE NOTES	0.50%	6/17/25	4,635.42		
12/20/20	12/20/20	525,000	05531FBG7	BRANCH BANKING & TRUST CORP NOTES	3.05%	6/20/22	8,006.25		
12/21/20	12/21/20	305,000	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/24	409.21		
12/26/20	12/26/20	780,000	3137EAS4	FREDDIE MAC NOTES	0.25%	6/26/23	975.00		
12/29/20	12/29/20	247,000	254672Y36	DISCOVER BANK CD	2.25%	12/29/21	2,786.36		
12/30/20	12/30/20	249,000	732333AJ8	PONCE DE LEON FEDERAL BK CD	1.85%	5/28/21	391.24		
12/31/20	12/31/20	1,385,000	912828S35	US TREASURY NOTES	1.37%	6/30/23	9,521.88		
12/31/20	12/31/20	710,000	912828XG0	US TREASURY N/B NOTES	2.12%	6/30/22	7,543.75		
12/31/20	12/31/20	470,000	912828XX3	US TREASURY N/B NOTES	2.00%	6/30/24	4,700.00		
12/31/20	12/31/20	2,000,000	912828V23	US TREASURY NOTES	2.25%	12/31/23	22,500.00		
12/31/20	12/31/20	1,170,000	912828N30	US TREASURY NOTES	2.12%	12/31/22	12,431.25		
Total INTEREST		27,806,000					197,019.69		

UNION SANITARY DISTRICT

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
MATURITY									
10/9/20	10/9/20	1,620,000	3133ELWC4	FFCB NOTES (CALLED, OMD 04/09/25)	1.15%	10/9/20	1,629,315.00		0.00
10/26/20	10/26/20	248,000	140420L99	CAPITAL ONE BANK USA NA CD	1.50%	10/26/20	249,865.10		0.00
10/28/20	10/28/20	1,009,000	3134GVNJ3	FREDDIE MAC NOTES (CALLED, OMD 04/28/25)	1.10%	10/28/20	1,014,549.50		0.00
11/30/20	11/30/20	120,000	9128285Q9	UNITED STATES TREASURY NOTES	2.75%	11/30/20	121,650.00		0.00
Total MATURITY		2,997,000					3,015,379.60		0.00
SELL									
10/21/20	10/22/20	395,000	3135G0X24	FANNIE MAE NOTES	1.62%	1/7/25	417,147.49		7,503.56
11/9/20	11/12/20	490,000	912828W71	US TREASURY N/B	2.12%	3/31/24	521,721.07		9,676.30
12/3/20	12/4/20	455,000	912828T26	US TREASURY N/B	1.37%	9/30/23	471,277.93		27,969.86
Total SELL		1,340,000					1,410,146.49		45,149.72

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/31/2014 2.125% 01/31/2021	912828B58	1,625,000.00	AA+	Aaa	10/25/2019	10/28/2019	1,633,886.72	1.68	14,450.58	1,625,578.31	1,627,285.08
US TREASURY NOTES DTD 08/15/2018 2.750% 08/15/2021	9128284W7	1,045,000.00	AA+	Aaa	10/25/2019	10/28/2019	1,064,757.03	1.68	10,854.65	1,051,796.18	1,061,818.02
US TREASURY NOTES DTD 11/30/2016 1.750% 11/30/2021	912828U65	550,000.00	AA+	Aaa	6/15/2020	6/16/2020	562,396.49	0.20	846.15	557,759.46	558,078.13
US TREASURY N/B NOTES DTD 02/28/2017 1.875% 02/28/2022	912828W55	485,000.00	AA+	Aaa	4/1/2019	4/2/2019	479,259.57	2.30	3,089.87	482,715.71	494,851.56
US TREASURY N/B NOTES DTD 06/30/2015 2.125% 06/30/2022	912828XG0	710,000.00	AA+	Aaa	3/19/2019	3/20/2019	703,454.69	2.42	41.68	707,022.38	731,189.10
UNITED STATES TREASURY NOTES DTD 07/15/2019 1.750% 07/15/2022	9128287C8	1,000,000.00	AA+	Aaa	7/31/2019	7/31/2019	998,789.06	1.79	8,084.24	999,372.11	1,024,843.80
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	835,000.00	AA+	Aaa	3/19/2019	3/20/2019	816,016.80	2.43	3,733.41	825,626.13	858,484.38
US TREASURY NOTES DTD 12/31/2015 2.125% 12/31/2022	912828N30	1,170,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,157,340.24	2.43	68.68	1,163,322.02	1,216,434.38
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	175,000.00	AA+	Aaa	3/19/2019	3/20/2019	168,799.81	2.43	670.67	171,550.30	180,304.69
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	1,385,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,325,866.99	2.43	52.61	1,350,571.95	1,427,199.29
US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023	912828S92	1,035,000.00	AA+	Aaa	4/1/2019	4/2/2019	990,365.62	2.30	5,414.06	1,008,433.93	1,064,432.81
US TREASURY N/B DTD 09/30/2016 1.375% 09/30/2023	912828T26	1,545,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,475,112.89	2.44	5,427.66	1,502,687.68	1,596,660.94
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,982,968.75	2.44	124.31	1,989,334.75	2,124,375.00
US TREASURY N/B NOTES DTD 02/28/2017 2.125% 02/29/2024	912828W48	2,000,000.00	AA+	Aaa	3/19/2019	3/20/2019	1,970,625.00	2.44	14,440.61	1,981,240.32	2,122,187.60
US TREASURY N/B DTD 03/31/2017 2.125% 03/31/2024	912828W71	730,000.00	AA+	Aaa	3/2/2020	3/2/2020	767,412.50	0.84	3,963.36	759,754.24	775,625.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	590,000.00	AA+	Aaa	6/3/2019	6/7/2019	592,996.09	1.89	2,020.99	592,034.80	625,307.84
US TREASURY N/B NOTES DTD 06/30/2017 2.000% 06/30/2024	912828XX3	470,000.00	AA+	Aaa	7/1/2019	7/3/2019	474,846.87	1.78	25.97	473,390.68	499,228.13
Security Type Sub-Total		17,350,000.00					17,164,895.12	2.10	73,309.50	17,242,190.95	17,988,305.75
U.S. Treasury Bill											
WI TREASURY SEC. BILLS -- 0.000% 06/17/2021	9127963H0	2,000,000.00	A-1+	P-1	6/23/2020	6/24/2020	1,996,519.44	0.18	0.00	1,998,376.39	1,999,180.00
Security Type Sub-Total		2,000,000.00					1,996,519.44	0.18	0.00	1,998,376.39	1,999,180.00
Municipal Bond / Note											
RIVERSIDE, CA TXBL PO BONDS DTD 05/31/2017 2.125% 06/01/2021	769036BA1	500,000.00	AA	NR	6/1/2017	6/1/2017	500,000.00	2.13	885.42	500,000.00	502,865.00
VICTOR VALLEY CCD, CA TXBL GO BONDS DTD 05/05/2016 1.896% 08/01/2021	92603PER9	500,000.00	AA-	Aa3	12/28/2016	12/28/2016	490,150.00	2.35	3,950.00	498,754.80	504,275.00
CA ST TXBL GO BONDS DTD 04/27/2017 2.367% 04/01/2022	13063DAD0	1,000,000.00	AA-	Aa2	4/27/2017	4/27/2017	1,010,000.00	2.15	5,917.50	1,002,527.78	1,026,340.00
Security Type Sub-Total		2,000,000.00					2,000,150.00	2.19	10,752.92	2,001,282.58	2,033,480.00
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 04/26/2017 2.000% 10/26/2021	3130AB3D6	1,000,000.00	AA+	Aaa	4/26/2017	4/26/2017	1,000,000.00	2.00	3,611.11	1,000,000.00	1,015,385.00
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	970,000.00	AA+	Aaa	3/13/2020	3/16/2020	993,619.50	0.68	4,344.79	984,455.13	991,242.03

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FEDERAL FARM CREDIT NOTES (CALLABLE) DTD 06/09/2020 0.230% 06/09/2022	3133ELH64	1,635,000.00	AA+	Aaa	6/8/2020	6/9/2020	1,631,730.00	0.33	229.81	1,632,652.77	1,635,636.02
FEDERAL HOME LOAN BANKS NOTES DTD 02/21/2020 1.375% 02/17/2023	3130AJ7E3	775,000.00	AA+	Aaa	2/20/2020	2/21/2020	773,574.00	1.44	3,966.49	773,985.35	795,122.10
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	495,000.00	AA+	Aaa	5/29/2020	5/29/2020	495,688.05	0.33	288.75	495,548.64	497,508.66
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	865,000.00	AA+	Aaa	5/20/2020	5/22/2020	862,396.35	0.35	234.27	862,928.97	866,901.27
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	780,000.00	AA+	Aaa	6/24/2020	6/26/2020	777,722.40	0.35	27.08	778,115.52	781,588.86
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,095,000.00	AA+	Aaa	7/8/2020	7/10/2020	1,092,645.75	0.32	1,300.31	1,093,022.00	1,096,990.71
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	520,000.00	AA+	Aaa	8/19/2020	8/21/2020	519,469.60	0.28	469.44	519,533.85	520,854.36
FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023	3133EMAM4	1,625,000.00	AA+	Aaa	10/7/2020	10/9/2020	1,622,237.50	0.31	1,128.47	1,622,452.96	1,625,760.50
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	470,000.00	AA+	Aaa	12/2/2020	12/4/2020	469,534.70	0.28	88.13	469,546.60	470,579.51
FANNIE MAE NOTES (CALLABLE) DTD 10/26/2020 0.310% 01/26/2024	3136G46V0	259,000.00	AA+	Aaa	10/23/2020	10/26/2020	258,896.40	0.32	144.97	258,902.25	259,279.20
FANNIE MAE NOTES DTD 10/18/2019 1.625% 10/15/2024	3135G0W66	1,000,000.00	AA+	Aaa	11/25/2019	11/25/2019	997,860.00	1.67	3,430.56	998,342.88	1,051,613.00
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAEP0	1,035,000.00	AA+	Aaa	2/13/2020	2/14/2020	1,034,203.05	1.52	5,994.38	1,034,343.66	1,083,371.76
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	560,000.00	AA+	Aaa	4/15/2020	4/16/2020	557,222.40	0.60	598.89	557,618.33	563,030.72
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	875,000.00	AA+	Aaa	4/22/2020	4/24/2020	873,197.50	0.67	1,048.18	873,446.53	884,421.13

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	125,000.00	AA+	Aaa	4/28/2020	4/28/2020	124,763.75	0.66	149.74	124,795.94	126,345.87
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	865,000.00	AA+	Aaa	6/17/2020	6/19/2020	863,209.45	0.54	168.19	863,401.86	868,723.83
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	1,010,000.00	AA+	Aaa	10/26/2020	10/28/2020	1,011,494.80	0.47	196.39	1,011,437.41	1,014,348.05
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	525,000.00	AA+	Aaa	7/21/2020	7/23/2020	522,385.50	0.48	864.06	522,617.71	524,353.73
FANNIE MAE NOTES (CALLABLE) DTD 08/14/2020 0.500% 08/14/2025	3135G05S8	1,000,000.00	AA+	Aaa	8/24/2020	8/24/2020	998,400.00	0.53	1,902.78	998,514.54	1,001,716.00
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	415,000.00	AA+	Aaa	10/21/2020	10/22/2020	412,754.85	0.49	536.04	412,845.01	414,097.79
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	555,000.00	AA+	Aaa	8/25/2020	8/27/2020	552,402.60	0.47	716.88	552,583.45	553,793.43
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	795,000.00	AA+	Aaa	9/23/2020	9/25/2020	792,607.05	0.44	795.00	792,735.62	792,871.79
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	520,000.00	AA+	Aaa	11/9/2020	11/12/2020	518,138.40	0.57	353.89	518,189.51	521,434.16
Security Type Sub-Total		19,769,000.00					19,756,153.60	0.68	32,588.60	19,752,016.49	19,956,969.48
Corporate Note											
CHEVRON CORP (CALLABLE) NOTES DTD 05/16/2016 2.100% 05/16/2021	166764BG4	1,000,000.00	AA	Aa2	5/10/2017	5/10/2017	999,500.00	2.11	2,625.00	999,930.99	1,004,983.00
STATE STREET CORP NOTES DTD 05/19/2016 1.950% 05/19/2021	857477AV5	530,000.00	A	A1	3/20/2019	3/22/2019	520,566.00	2.81	1,205.75	528,349.95	533,433.87
AMERICAN EXPRESS CREDIT (CALLABLE) NOTES DTD 03/03/2017 2.700% 03/03/2022	0258M0EG0	1,000,000.00	A-	A2	5/15/2017	5/15/2017	1,013,279.67	2.41	8,850.00	1,003,046.15	1,026,214.00

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	580,000.00	A+	A1	5/3/2019	5/10/2019	579,686.80	2.67	2,177.42	579,858.83	598,817.52
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	525,000.00	A-	A3	3/20/2019	3/22/2019	525,714.00	3.01	489.27	525,322.08	544,654.95
AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023	023135AW6	675,000.00	AA-	A2	4/11/2019	4/15/2019	668,499.75	2.66	5,805.00	671,392.34	704,330.78
EXXON MOBIL CORPORATION CORP NOTES DTD 03/03/2016 2.726% 03/01/2023	30231GAR3	985,000.00	AA	Aa1	6/13/2019	6/14/2019	1,001,400.25	2.26	8,950.37	994,542.62	1,031,684.08
WAL MART STORES INC GLOBAL NT (CALLABLE) DTD 04/11/2013 2.550% 04/11/2023	931142DH3	965,000.00	AA	Aa2	5/21/2020	5/26/2020	1,015,701.10	0.70	5,468.33	1,004,082.10	1,009,369.74
AMERICAN HONDA FINANCE DTD 01/10/2020 1.950% 05/10/2023	02665WDH1	415,000.00	A-	A3	1/7/2020	1/10/2020	414,846.45	1.96	1,146.44	414,891.53	430,133.81
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	325,000.00	AA+	Aa1	5/4/2020	5/11/2020	324,116.00	0.84	338.54	324,305.72	329,020.90
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 05/18/2016 2.700% 05/18/2023	46625HRL6	525,000.00	A-	A2	3/20/2019	3/22/2019	517,970.25	3.04	1,693.13	520,984.98	551,308.28
BANK OF AMERICA CORP NOTES DTD 07/23/2013 4.100% 07/24/2023	06053FAA7	500,000.00	A-	A2	3/20/2019	3/22/2019	520,405.00	3.09	8,940.28	512,024.15	546,269.50
JPMORGAN CHASE & CO CORPORATE NOTES DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	110,000.00	A-	A2	9/9/2020	9/16/2020	110,000.00	0.65	209.50	110,000.00	110,211.20
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	250,000.00	A+	A1	5/20/2020	5/26/2020	252,442.50	1.58	1,725.00	252,130.81	261,761.50
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	180,000.00	A+	A1	5/20/2020	5/26/2020	181,758.60	1.58	1,242.00	181,534.18	188,468.28

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	375,000.00	A+	A2	9/29/2020	9/30/2020	428,505.00	0.88	5,489.58	425,557.15	427,573.13
Security Type Sub-Total		8,940,000.00					9,074,391.37	2.14	56,355.61	9,047,953.58	9,298,234.54
Commercial Paper											
MUFG BANK LTD/NY COMM PAPER DTD 08/20/2020 0.000% 02/22/2021	62479LPN9	1,000,000.00	A-1	P-1	8/24/2020	8/24/2020	998,837.22	0.23	0.00	999,667.78	999,721.00
Security Type Sub-Total		1,000,000.00					998,837.22	0.23	0.00	999,667.78	999,721.00
Certificate of Deposit - FDIC Insured											
PONCE DE LEON FEDERAL BK CD DTD 05/31/2017 1.850% 05/28/2021	732333AJ8	249,000.00	NR	NR	5/31/2017	5/31/2017	249,000.00	1.85	25.24	249,000.00	250,847.83
DISCOVER BANK CD DTD 12/29/2016 2.250% 12/29/2021	254672Y36	247,000.00	NR	NR	12/29/2016	12/29/2016	247,000.00	2.25	45.68	247,000.00	252,178.36
STATE BANK OF INDIA CD DTD 01/26/2017 2.250% 01/26/2022	8562846A7	247,000.00	NR	NR	1/26/2017	1/26/2017	247,000.00	2.25	2,420.94	247,000.00	252,500.20
SYNCHRONY BANK CD DTD 02/24/2017 2.300% 02/24/2022	87165ELT2	247,000.00	NR	NR	2/28/2017	2/28/2017	247,000.00	2.30	2,023.37	247,000.00	253,050.76
BMW BANK NORTH AMERICA CD DTD 03/10/2017 2.150% 03/10/2022	05580AGR9	247,000.00	NR	NR	3/10/2017	3/10/2017	247,000.00	2.15	1,644.07	247,000.00	252,858.10
BELMONT SAVINGS BANK CD DTD 03/20/2017 2.150% 03/21/2022	080515BV0	248,000.00	NR	NR	3/20/2017	3/20/2017	248,000.00	2.15	1,490.04	248,000.00	254,008.30
AMERICAN EXPRESS CREDIT CD DTD 04/05/2017 2.450% 04/05/2022	02587DN38	247,000.00	NR	NR	4/5/2017	4/5/2017	247,000.00	2.45	1,458.99	247,000.00	254,126.44
Security Type Sub-Total		1,732,000.00					1,732,000.00	2.20	9,108.33	1,732,000.00	1,769,569.99

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	575,000.00	A-1	P-1	4/3/2019	4/4/2019	575,000.00	2.83	12,204.38	575,000.00	578,765.68
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	435,000.00	A+	Aa3	8/5/2020	8/7/2020	435,000.00	0.52	923.65	435,000.00	435,782.13
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	570,000.00	A	A1	2/14/2020	2/19/2020	570,000.00	1.80	3,904.50	570,000.00	579,353.70
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	435,000.00	A	A1	7/10/2020	7/14/2020	435,000.00	0.70	1,446.38	435,000.00	436,142.31
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	430,000.00	AA-	Aa2	12/5/2019	12/6/2019	430,000.00	2.03	731.00	430,000.00	445,229.31
Security Type Sub-Total		2,445,000.00					2,445,000.00	1.66	19,209.91	2,445,000.00	2,475,273.13
Asset-Backed Security											
HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024	43813RAC1	305,000.00	NR	Aaa	2/19/2020	2/26/2020	304,940.22	1.61	136.40	304,952.44	311,351.53
TAOT 2020-A A3 DTD 02/12/2020 1.660% 05/15/2024	89232HAC9	415,000.00	AAA	Aaa	2/4/2020	2/12/2020	414,970.04	1.66	306.18	414,976.29	423,161.56
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	185,000.00	AAA	NR	1/14/2020	1/22/2020	184,963.70	1.89	155.40	184,970.70	189,811.28
Security Type Sub-Total		905,000.00					904,873.96	1.69	597.98	904,899.43	924,324.37
Managed Account Sub Total		56,141,000.00					56,072,820.71	1.49	201,922.85	56,123,387.20	57,445,058.26

UNION SANITARY DISTRICT

Portfolio Holdings

Securities Sub-Total	\$56,141,000.00			\$56,072,820.71	1.49%	\$201,922.85	\$56,123,387.20	\$57,445,058.26
Accrued Interest								\$201,922.85
Total Investments								\$57,646,981.11

Bolded items are forward settling trades.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: **Authorize the General Manager to Execute an Agreement and Task order No. 1 with Psomas for Value Engineering, Constructability Review, and Construction Management Services for the Enhanced Treatment and Site Upgrade Phase 1A Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant PM
ETSU Steering Committee (Armando Lopez, Sami Ghossain, Robert Simonich)

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Psomas for value engineering, constructability review, and construction management services for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1A Project in the amount of \$10,986,283.

Discussion

Staff developed a Phase 1A Project (Project) scope which includes the construction of both the Aeration Basin Modifications and Campus Building projects. These two projects are being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program. A more detailed description of the scope of the Phase 1A project is included in the Background section of this report. Figure 1 (attached) indicates the area within the Alvarado Treatment Plant Site where the work is located.

The scope of the construction management services being proposed for this project includes:

- Performing an independent review of the plans and specifications for determining the biddability and constructability of the Project bid documents before they are finalized.
- Conducting an independent value engineering review to evaluate the cost effectiveness of the equipment and material layouts and types included in the design.
- Providing on-site day to day construction management and inspection services of the contractor's work for both the Campus Building and Aeration Basin Modifications projects. This includes acting as the primary point of contact for coordination of all issues between the Contractors, Designer, USD staff, and outside agencies, and negotiation of all potential changes to the construction contract.
- Providing program management support services to develop and maintain a detailed schedule and cost tracking mechanism for the program and to augment program management staff.

Consultant Selection Process

On November 16, 2021, staff issued a Request for Proposals (RFP) seeking a construction management and engineering consulting firm to serve as its Construction Manager for the Project. Staff invited a total of seven prequalified consultants to participate in the consultant selection process. Three consultants submitted proposals for this project on December 11, 2020. Staff invited all three firms, Tanner Pacific, Carollo Engineers, and Psomas to present their project team, related experience, and project approach during interviews held on January 14, 2021.

All of the proposals included well-qualified staff with experience on projects of similar type and size as well as personnel with direct experience working on previous projects for the District. All proposals had a major subconsultant proposed to provide the services on the Campus Building portion of the Project. From the information received, it is staff's opinion that Psomas, and its subconsultant Vanir Construction, are the best overall integrated team for the Project. Staff has recent experience working with Psomas on the treatment plant related projects and Vanir Construction has extensive experience throughout California constructing occupied buildings similar to the Campus Building. On January 27, 2021, a notice of staff's intention to recommend Psomas for the role of Construction Manager was posted at District offices and provided to each consultant interviewed. The protest period has elapsed without any protests received.

Task Order No. 1

The purpose of Task Order No. 1 is for Psomas to provide all construction management services for the Project, which include preconstruction value engineering and constructability review services, and program management support. The total not to exceed fee negotiated with Psomas for Task Order No. 1 is \$10,986,283. A breakdown of the fee is included in the Background section.

The typical range for construction management services is between 9% to 12% of construction costs depending upon the size, complexity, and duration of the project. The negotiated amount of \$10,986,283 is 9.3% of the current construction cost estimate for the combined projects of \$117,600,000. Each proposer submitted a cost estimate for their services as part of their overall proposal on the project. The other proposer's cost estimates are listed in the table below for comparison:

Proposer	Proposed Fee
Carollo Engineers	\$12,961,691
Tanner Pacific	\$12,417,410
Psomas	\$10,986,283

Staff anticipates completion of the design of the Aeration Basin Modifications portion of the Project by July 2021 and the Campus Building portion of the Project by October 2021 with construction to begin in late 2021 or early 2022. Construction of the Campus Building is expected to take approximately 18 months while the construction for the Aeration Basin Modifications Project is expected to take approximately 42 months. Staff has created enough flexibility in this task order to allow for bidding the Aeration Basin Modifications separately from the Campus Building should it become necessary to facilitate the overall program schedule.

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Psomas for value engineering, constructability review, and construction management services for the ETSU Phase 1A Project in the amount of \$10,986,283.

Background

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be

implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

ETSU Phase 1A Project

Staff developed a Phase 1A Project (Project) scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects are being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a Biological Nutrient Removal (BNR) process to remove nutrients at the conclusion of Phase 1B. This work includes but is not limited to the following:
 - Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
 - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.

- Construct new Aeration Basin 8
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.
- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new high-speed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Rehabilitate Primary Effluent Lift Station No. 2
- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

The major scope items for the Campus Building project are as follows:

- Construct a new Campus Building that consolidates the District's existing Administration, Control/Lab and Fabrication, and Maintenance and Construction (FMC) buildings and is constructed in accordance with current seismic and safety regulations. This work includes all associated site, landscaping and utility improvements, and new parking areas and driveways.
- Potentially construct a new storm water retention pond and covered parking with solar panels in portions of the new parking lots to be constructed around the new Campus Building.
- Install electrical and communication/network improvements as required to accomplish the above scope of work.

Task Order No. 1

The purpose of Task Order No. 1 is for Psomas to provide all construction management services for the Project, which include preconstruction value engineering and constructability review services, and program management support. The following table summarizes the scope and fee that staff has negotiated with Psomas for Task Order No. 1:

Task ID	Task Order No. 1 Descriptions	Fee
A	Preconstruction Services – Value Engineering Review/Biddability/Constructability Review	\$478,689
B	Aeration Basin Project Construction Management Services	\$5,523,687
C	Campus Building Project Construction Management Services	\$3,936,510
D	Program Management Support Services	\$1,047,396
Total Not-to-Exceed Fee for Task Order No. 1		\$10,986,283

Previous Board Action

December 12, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran (formerly RMC Water and Environment) in the amount of \$265,217 to study, review and assess the District's near- and long-term projects.

January 9, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers in the amount of \$279,698 for the Plant Solids System/Capacity Assessment – Phase 2.

March 27, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Woodard & Curran in the amount of \$69,877 for the Effluent Management Study.

July 11, 2017, the Board held Workshop No. 1 on the background and analysis of the Administration and Control Buildings and cost comparison of the retrofit and new building alternatives.

January 22, 2018, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with Woodard & Curran in the amount of \$74,518 to evaluate strategies for early adoption of nutrient removal process at the Plant and at the Hayward Marsh during the Effluent Management Study.

March 19, 2018, the Board held Workshop No. 2 on the retrofit vs. new options for the Administration and Control Buildings, the options for secondary process improvements, and the need to vet the membrane bioreactor treatment technology.

May 8, 2019, the Board held Workshop No. 3 on results from the secondary process evaluation, the alternatives and phasing of the secondary treatment process improvements, the new campus building alternative, and the capital and O&M cost updates.

July 22, 2019, the Board approved the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges.

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1

of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

July 13, 2020, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No.1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include the Design of Aeration Basin No. 8 in the 30% Design of the Aeration Basin Modifications Project.

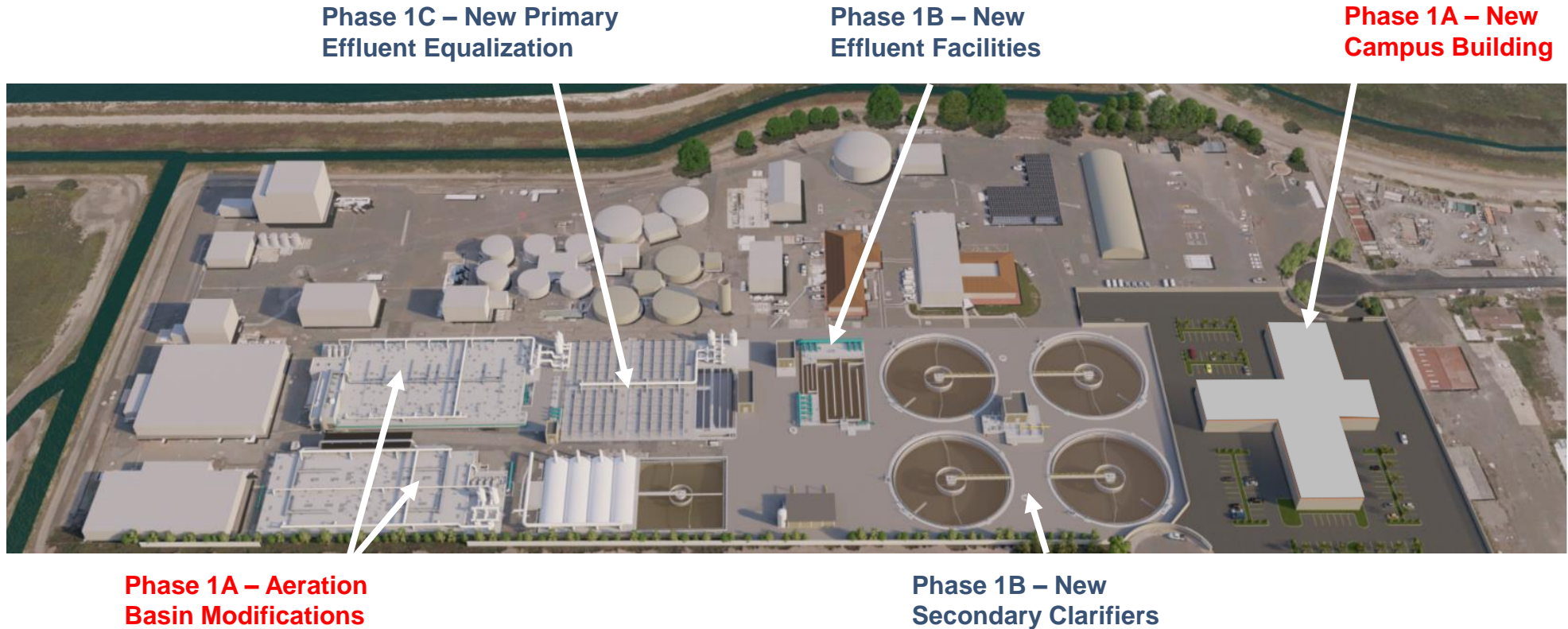
November 11, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the Final Design of the Aeration Basin Modifications Project.

January 11, 2021, the Board authorized the General Manager to execute an Agreement with Hazen and Sawyer for design services for the Enhanced Treatment and Site Upgrade Phase 1B and 1C Projects and Task Order No. 1 for design of the ETSU Phase 1B Project in the amount of \$7,960,952.

PRE/RP/CB

Attachments: Figure 1 – Site Plan
Professional Services Agreement
Task Order No. 1

Figure 1: ETSU Program – Phase 1 Project Locations



UNION SANITARY DISTRICT
Professional Services Agreement
with
PSOMAS
for
CONSTRUCTION MANAGEMENT AND PROFESSIONAL SERVICES
For the District's
ENHANCED TREATMENT & SITE UPGRADE (ETSU) PROGRAM – PHASE 1A PROJECT
Union City, California
February __, 2021

PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND
PSOMAS

This Professional Services Agreement (the **Agreement**) is dated February ____, 2021 and is by and between the Union Sanitary District, a sanitary district formed under the laws of the State of California (**District**) and Psomas, a privately held C Corporation, licensed to do business in California, (**Consultant**) relating to construction management and professional services (**Services**).

Recitals

WHEREAS, District wishes to retain Consultant to provide construction management and professional services;

WHEREAS, Consultant was selected by means of District's consultant selection process, and represents that it possesses all necessary training, licenses and permits to perform the services required by District as set forth in this Agreement, and that its performance of such services will conform to the standard of practice consistent with a professional engineering and professional services firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the California Government Code permits the District's Board of Directors to enter into agreements for professional design services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement consists of this Agreement, together with documents incorporated herein by reference, and all Task Orders issued pursuant to Paragraph 3.1 below.
Consultant	Psomas, a privately held C Corporation, licensed to do business in California, 1660 Olympic Boulevard, Suite 300, Walnut Creek, CA 94596, tel. (925) 766-1130, email gary.skrel@psomas.com.
District	Union Sanitary District
Project or Phase 1A Project	The District's Enhanced Treatment & Site Upgrade (ETSU) Program – Phase 1A Project, including the Aeration Basin Modifications Sub-Project and Campus Building Sub-Project .
Services	All work, labor, materials and services required under the terms and conditions of this Agreement and all Task Orders issued pursuant to the terms of this Agreement, including without limitation construction management, value engineering, and administrative services, for the Phase 1A Project.
Subconsultants	Consultant's subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately four years, beginning with the execution of the Agreement and concluding upon completion of the Services unless it is extended in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual written agreement of the parties. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

3. Services Consultant Agrees to Perform

- 3.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Orders as issued by District in consultation with Consultant. All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.
- 3.2 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, defined in Paragraph 3.3 below, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement.

- 3.3 For purposes of this Agreement, **Excusable Delays** shall mean and include only (i) delays caused by neglect by District or District's agents, contractors or consultants when acting at District's direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control, and (ii) for which Consultant gives District written notice and requests a time extension within ten (10) days of the applicable circumstance. If the period of Excusable Delay occurs with a Consultant-caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.
- 3.4 Consultant may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to District satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's Services, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.5 Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 Compensation for services performed under this Agreement shall include:
- (a) Direct labor costs, multiplied by an agreed upon fixed factor (the **Multiplier**), which shall include compensation for all benefits, indirect costs, and profit.
 - (i) Direct labor is defined as salaries and wages paid to personnel for time directly chargeable to the Project. Direct labor does not include the cost of Consultant's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the Project. Direct labor also does not include indirect costs, which are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Consultant's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances shall the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
 - (ii) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Consultant for benefits and indirect costs (overhead) and profit.

(iii) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

- (b) Non-labor direct Project charge not included in the fixed factor and acceptable, without any markup.
 - (c) Subconsultant costs, with a maximum markup of 5%.
- 4.2 As an alternate to Paragraph 4.1 above, the District and the Consultant may mutually agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Consultant. These hourly rates and fees shall be based on the Consultant's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.
- 4.3 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 4.4 District shall pay Consultant in accordance with each Task Order.
- 4.5 Consultant shall invoice District monthly in a form acceptable to District for the actual costs incurred for work performed during the previous month. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated in this Agreement.
- 4.6 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District as set forth in each Task Order.
- 4.7 Any Professional Fee noted in a Task Order will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services, as set forth in each Task Order. District and Consultant agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Consultant will not commence work on the altered Scope of Services until authorized by District.
- 4.8 Direct labor rates are subject to revision to coincide with Consultant's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

- 4.9 District may set off against payments due Consultant under this Agreement any sums that District determines that Consultant owes to District because of its errors, omissions, breaches of this Agreement, delays or other acts that caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by District, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Alameda District Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this paragraph, then District shall have satisfied its obligations hereunder.

5. Maximum Costs

- 5.1 A Cost Ceiling will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A Maximum Fee Ceiling, or Task Order Firm Ceiling, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 5.2 If the Maximum Fee Ceiling is reached, the Consultant will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 5.3 The Consultant shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Consultant may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 5.4 District's obligation hereunder shall not at any time exceed the amount approved by District's Board of Directors (**Board**) and approved by District for payment to the Consultant pursuant to the terms of this Agreement or Task Order.
- 5.5 Except as may be provided by applicable law governing emergency conditions, District has not authorized its directors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.6 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written

amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, District and Consultant shall direct all communications to each other as follows:

District

Ric Pipkin, ETSU Program Manager

Consultant

Gary Skrel, Principal-in-Charge

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that key professional personnel assigned to the Project will be those listed in each Task Order, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of each Task Order (**Key Personnel**). It is recognized that the Key Personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the Key Personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and pursuant to the process set forth in this Article 6. Consultant shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without District's prior written approval. Any costs associated with replacement of Key Personnel shall be borne exclusively by Consultant.
- 6.4 Added personnel (**Added Personnel**) shall be added to Consultant's staff as necessary, but subject to approval by District. Prior to adding personnel, Consultant will develop a Staffing Plan, subject to District approval. The Staffing Plan will identify staff by position, name, responsibility, rate, and planned level of effort, projected hours, and his or her planned periods of involvement with the Project.
- 6.5 Unless directed to reduce staff by District, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten days thereof, Consultant shall propose a replacement person for District's approval pursuant to the following process:
- (a) Consultant shall prepare and submit to District for its review, comment and approval, a proposal listing all personnel that Consultant proposes to assign to the Project as replacement, and the proposed duration of each such assignment.

- (b) Within 15 days following Consultant's submittal of the proposal and resumes, District shall either give its written approval of such submission or provide comments. In the event District approval is withheld, Consultant, in response to such comments, shall promptly, but no later than five business days after receipt of District's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to District for its approval, and such process shall continue until District approves Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.
- 6.6 For replacement of Key Personnel, Consultant shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel. Consultant and District agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the District, the measure of which would be impractical or extremely difficult to fix, and in lieu of which District and Consultant have agreed to liquidated damages as described below.
 - (a) District may assess and Consultant shall accept liquidated damages in the amount of three times the gross monthly salary for unauthorized substitutions of any Key Personnel.
 - (b) No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, or resignation of Key Personnel.
 - (c) District in its sole discretion, may elect to waive, reduce or delay implementation of liquidated damages.
- 6.7 District may, in its sole discretion, direct Consultant to add to or reduce Consultant's staff to meet changing Project requirements. Consultant's compensation shall be equitably adjusted based upon addition or reduction of Consultant staff.
- 6.8 Consultant shall remove any person employed by Consultant or any Subconsultant whom District may deem incompetent, improper or a hindrance to the progress of any Services on the Project, and in the event of any such removal, Consultant shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Consultant shall propose properly experienced and qualified replacement personnel for District approval, pursuant to the same process as is described herein.
- 6.9 Consultant agrees that should any personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.2 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.3 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Consultant for unsatisfactory Services, including without limitation cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless District, its officers, directors, officials, agents employees, and volunteers (collectively **Indemnitees**) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively **Liabilities**). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.
- 8.2 Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or

persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement and any Task Order.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Consultant may have under this Agreement or any applicable law. All rights and remedies of District or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant is customarily engaged in construction management services and District typically hires consultants to perform such services, as work of this nature is outside of District's usual course of business. Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it its Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledge that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax

withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

- 10.4 Consultant shall make its designated representative available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Consultant, in order to protect District and its directors, officials, agents, officers, and employees against any and all claims and liability for death, injury, loss and damage which may arise from or in connection with the performance of the obligations hereunder by Consultant, its agents, representatives and employees, shall secure and maintain insurance as described below.
- 11.2 Prior to execution of this Agreement, Consultant shall furnish to District original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting required coverage) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, and shall demonstrate satisfactory proof that it maintains the insurance required by this Agreement. Failure to obtain the required documents prior to execution of this Agreement shall not waive Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsement, at any time. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided herein. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company(s) to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver to District a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to District prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or District as an additional insured.
- 11.3 Consultant shall provide coverage at least as broad as set forth below. If the Consultant maintains broader coverage and/or higher limits than set forth below, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance Form CG 00 01 covering CGL on an "occurrence" basis, including, without limitation, contractual liability insurance (specifically concerning the indemnity provisions of this Agreement with the District), products and completed operations, personal and advertising injury (including bodily injury and death), and property damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence for bodily injury and property damage.
- (c) Workers' Compensation Insurance. Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (d) Professional Liability Insurance. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

11.4 Consultant shall comply with the following insurance requirements:

- (a) Notice of Cancellation. The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten days written

notice by Consultant in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (b) Claims Made Policies. If any of the insurance coverages required under this Agreement is written on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services. Consultant must maintain the insurance and evidence of insurance must be provided for at least five years following the completion of the Services under the Agreement. If coverage is cancelled or non-renewed and not replaced with another claims-make policy form with a retroactive date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of Services under the Agreement.
- (c) Self-Insured Retentions. Any self-insured retentions must be declared on the Certificate of insurance or other documentation provided to District and must be approved by the District. District may require Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or District.
- (d) Additional Insured Status. On Consultant's Commercial General Liability and Automobile policies, the Union Sanitary District, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 04 13 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.
- (e) Acceptability of Insurers. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A:VII. Any exception to these requirements must be approved by the District Risk Manager.
- (f) Primary Coverage. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the District at least as broad as ISO CG 20 01 04 13 with respect to District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and not contribute with it.

- (g) Waiver of Subrogation. Consultant grants to District a waiver of any right of subrogation which any insurer of Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, however, this paragraph applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Maintenance of Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse District for the premiums and any associated costs, Consultant agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- (i) Subconsultants. Consultant shall require and verify that all Subconsultants maintain insurance meeting the requirements of this Agreement and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

11.5 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11.6 District may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program (**OCIP**), in which case Consultant and its Subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its Subconsultants under Subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its Subconsultants by virtue of the District's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and Subconsultants policies. Consultant and its Subconsultants shall afford District access to their books and records and cooperate with District in verifying the amount of savings realized.

12. Suspension of Services

12.1 District may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven calendar days before the commencement thereof.

Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be paid to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that District has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan, acceptable to District, to correct the observed deficiencies in Consultant's performance (**Cure Plan**). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
- 13.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:
- (a) Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
 - (b) Should Consultant commit a material breach of this Agreement and not cure such breach within ten calendar days of the date of notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure the breach, and then

Consultant must diligently commence and continue such cure according to the written Cure Plan); or

- (c) Should Consultant violate or knowingly allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten calendar days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by District as provided herein for cause:

- (a) District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- (b) Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition including, without limitation, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- (c) Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement, including without limitation District's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance.

No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14. Termination of Agreement for Convenience

14.1 District may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Consultant, at least seven calendar days prior to the effective date of the termination, a Notice of Termination (**Notice of Termination**) specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:

- (a) Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- (d) Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
- (f) Transfer title and possession of Consultant's and its Subconsultants' work product to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; District acknowledges that said documents were prepared for the purpose of the Project.
- (g) Complete performance of any part of the Services that were not terminated by the Notice of Termination; and

- (h) Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such three month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Consultant fail to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. District shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and District fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
 - (a) Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under the applicable Task Order. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10% of Consultant's total costs of performing the Services.
 - (b) When, in District's opinion, the cost of any Services item is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of this Agreement, and any excessive actual cost shall be disallowed.

- (c) Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
 - (d) Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.6 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by District to settle claims from Subconsultants.
- 14.7 In arriving at amounts due Consultant under this Paragraph 14, there shall be deducted:
- (a) All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - (b) Any substantiated claim that District may have against Consultant in connection with this Agreement, and
 - (c) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to District.
- 14.8 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has,

or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant shall comply with the District's conflict of interest codes and their reporting requirements.

- 15.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing District Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity that has any interest adverse or potentially adverse to the District, as determined in District's reasonable judgment.

16. Proprietary or Confidential Information of District; Ownership of Results; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all private, confidential, or proprietary information disclosed by District to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would use to protect its own proprietary data, and shall not accept employment adverse to District's interests where such confidential information could be used adversely to District's interests. Consultant shall notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- 16.2 Any interest (including copyright interests) of Consultant or its Subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. As respects Consultants' standard details and proprietary design instruments of service (not specific to this Agreement), however, Consultant shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.
- 16.3 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Consultant shall not discuss the Services, the

Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

- 16.4 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

- 17.2 Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (c) When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (d) Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

- 17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,

- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

- 18.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of

at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, other costs, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.

- 18.2 Consultant shall maintain adequate books, records, documents, and other evidence pertinent to Services under this Agreement or in connection with the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. Consultant shall make all such items to District, its designee or their designated representatives, during the course of performance of Services under this Agreement for a period of three years after the later of completion of all Services and final completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof, and staff to answer questions and respond to inquiries. Further, Consultant agrees to include similar Subconsultant obligations and District (and its designees) rights in all Subconsultant agreements relating to the Services or Project.

19. Subcontracting/Assignment/District Employees

- 19.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.

20. Other Obligations

- 20.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal

employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 20.2 Consultant acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 20.3 If required by District, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Consultant will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Consultant shall: (a) run a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document; (b) have anti-virus software installed on his/her personal computer with up-to-date virus signatures; (c) have personal firewall software installed and enabled on their computers; and (d) understand and sign the District's Electronic Equipment Use Policy, number 2160. The District reserves the right to audit the security measures in effect on Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant's systems not meeting the above requirements.
- 20.4 Consultant, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its Subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to: (a) for California residents: Criminal Records (County and State Criminal Felony and Misdemeanor; and (b) for Out of State residents: Federal criminal search of the National Criminal Database. The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Consultant is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District

may also conduct its own criminal background check of the Consultant Employees. Failure of the Consultant to comply with the terms of this paragraph may result in the termination of the Agreement with the District.

21. Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's ETSU Program Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the ETSU Program Manager and Consultant principal shall then take place within five calendar days of the date of the request.
- 21.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, without limitation, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 21.3 In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Oakland, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda District Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

- 22.1 This Agreement shall be deemed to have been executed in the City of Union City, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, including its statutes of limitation, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the District of Alameda unless the parties agree otherwise in a written amendment to this Agreement.
- 22.2 The parties shall execute two copies of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws; Standard of Care

- 23.1 Consultant shall comply with all applicable, laws, rules, orders and regulations (collectively, **Laws**) in the performance of the Services, including without limitation all executive and county orders and District policies and regulations regarding COVID-19, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 23.2 Consultant shall perform all Services with the care and skill, ordinarily exercised in like cases by reputable members of their professions practicing under similar circumstances (**Standard of Care**).
- 23.3 Consultant represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable Laws and be consistent with the Standard of Care.

24. Miscellaneous

- 24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- 24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

- 24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 24.6 Consultant acknowledges that Consultant and all Subconsultants are aware of and understand the Immigration Reform and Control Act (**IRCA**). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's Subconsultant(s).

25. Entire Agreement; Modifications

- 25.1 This Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of District, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

- 25.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 25.5 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 25.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

District

UNION SANITARY DISTRICT

By: _____

Name Paul Eldredge, P.E.

Its: General Manager/District Engineer

Consultant

PSOMAS, a privately held C Corporation

By: _____

Name Gary Skrel, P.E.

Its: Principal/Vice President

By: _____

Name Mike Redig, P.E.

Its: Vice President

ENHANCED TREATMENT & SITE UPGRADE – PHASE 1A PROJECT

TASK ORDER NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

Dated February ___, 2021

1. PURPOSE

The District completed the Enhanced Treatment & Site Upgrade (ETSU) Program Report for the Alvarado WWTP in August 2019. The objective of this Program Report was to assess the District's near- and long-term projects and recommend the sequence of design and construction implementation based on capacity constraints as well as future regulatory changes. The ETSU Program report also included determining priorities and schedules of improvements, evaluating existing and future space and capacity needs, assessing potential effluent management options, and summarizing what is intended to be a road map for the Alvarado WWTP for the next 20 to 40 years.

The District expects the Sub-Projects identified in the ETSU Program to address both immediate drivers (poor sludge settleability, capacity, effluent disposal, and aging infrastructure), while preparing for potential future nutrient regulations such as Bay Area Clean Water Association (BACWA) Level 2 standards. The Sub-Projects which the District expects to include in Phase 1 are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofit existing Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a biological nutrient removal (BNR) process to remove nutrients at the conclusion of Phase 1. Sub-Project includes constructing deoxygenation, anoxic and flexible aeration zones; internal recycle pumps; and modifications to facilitate step feed operation and surface wasting. Sub-project also includes the construction of a new Aeration Basin 8 and the rehabilitation of existing Lift Station No. 2.
Phase 1A	Campus Building (Admin, FMC, Ops.)	Construct new Campus Building, including associated site, landscaping and utility improvements, parking areas and driveways.
Phase 1B	Secondary Clarifiers	Construct four new 160-foot diameter secondary clarifiers. Sub-Project includes the construction of mixed liquor control box, centralized RAS pump station, relocation of the existing effluent force main, and the demolition of existing administration and control buildings.
Phase 1B	Effluent Facilities	Construct new Effluent Facilities. Sub-Project includes the construction of chlorination/dechlorination contact basins, effluent pump station, Old Alameda Creek pump station, reclaimed water pump station, elutriation water pump station, and electrical distribution building.
Phase 1C	Plant Equalization Storage	Retrofit existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The District is currently contracted with Hazen and Sawyer (design engineer) to provide the final design services for Phase 1 (Phases 1A, 1B, and 1C) of the ETSU Program. The District has completed the 30% Design for all of Phase 1 and the detailed designs for the Phase 1A and 1B projects are currently underway. The 90% design submittal for the Phase 1A project is anticipated to be completed in March/April 2021 with the final design submittal to be completed in June 2021.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the ETSU Program Manager, Ric Pipkin.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost and schedule data presented in Exhibits A and B, respectively.

Task 1 – PRECONSTRUCTION SERVICES

1. Constructability Reviews: Psomas (Consultant) shall provide Constructability Reviews (CR) on the specified design submittals. CRs shall be performed on both the Aeration Basin Modifications and Campus Building plans and specifications for the 90% and 100% design submittals. Additionally, CRs shall be performed on the Campus Building plans and specifications for the 50% design submittal.

- a. Meetings:

1. Design submittal meeting: Consultant shall attend the kickoff meeting that is led by the Designer. The Designer will present the Project and summarize the design intent and critical areas that should be focused on during the reviews.
2. Other: Consultant's preconstruction team will organize and facilitate additional review meetings with the District and Designer and compile all findings and final comments into technical memoranda.

- b. The 90% CR will focus on conflicts, omissions, and ambiguities within the plans and specifications; completeness of the bidding documents, coordination between the design disciplines; constructability of the project's facilities; sequence, constraints, and schedule; and potential claim areas based on our experience with this type of work. Written review comments shall be provided on an electronic form to the District and Designer. Written response to comments will be provided by the Designer.

The 90% CR will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our experience has shown the greatest potential for value is generally found. The CR will not include a review for building code compliance, design peer review, or plan check. We do not guarantee that all deficiencies in the bidding documents will

be identified. The main purpose of the CR is to mitigate potential costly problems and changes during construction. Elimination of changes, design errors or omissions, and conflicts in the design are never completely achieved. CR shall include detailed review of the District's front-end specifications (Sections 00000-01999).

- c. The 100% CR shall focus on verification and backcheck of the 90% comments and additional review of updated drawings and specifications.
2. Value Engineering: Consultant shall conduct a Value Engineering (VE) evaluation of the plans and specifications. This will occur at the 90% submittal for the Aeration Basin Modifications and Campus Building plans and specifications.
 - a. Review of design documents, cost estimate, and relevant project information. The Consultant shall review all design documents that are available from the District to familiarize the VE team with design criteria, assumptions, project phasing, cost, and operational strategies that have been developed. The information provided in this review will be used during the other VE tasks.
 - b. Review the highlights of the design with the project team, visit the project site, review the cost estimate to identify cost drivers impacting the project costs, and brainstorm alternatives for value improvement ideas.
 - c. Eliminate and/or refine VE alternatives so that only the most promising VE alternatives remain based on an agreed upon criteria.
 - d. Determine the life cycle cost of each alternative, as well as present the VE ideas in an understandable format that includes the following:
 1. Description of the original, as designed concept
 2. Description of the initial and VE concepts
 3. Reason to implement the idea
 4. Life-cycle calculations
 5. Supporting sketches and catalogue cuts
 6. Advantages and disadvantages
 - e. Finalize the alternatives evaluation and conduct a presentation to the project team. The VE team shall present its findings to the project team to discuss each value proposal, including the anticipated advantages and disadvantages, cost savings, and actions required for implementation.

- f. The VE team shall compile the findings and final recommendations in a technical memorandum within ten (10) business days after presenting its findings to the project team. The technical memorandum shall be stamped and signed by a Professional Engineer registered in California.
 - g. The VE team shall meet with the project team to discuss the acceptance or rejection of the value proposals. It is the intent of the meeting that each stakeholder will come to the meeting prepared to discuss in detail the merits of each value suggestion.
- 3. Prebid Meeting; District/Designer will lead the meeting. Consultant shall assist as requested during the meeting and take lead in preparing the Record of Discussions to be issued as a Bid Addendum. Additionally, pre-bid site visits will be facilitated as needed.
- 4. Addenda: Designers are responsible for reviewing Bidders' questions and preparing addenda. Consultant shall assist with review of addenda, prior to issuance, as requested by the District.
- 5. Bid Review; Consultant shall assist the District with evaluating the contractors' bid proposals to confirm submission is responsive and responsible. If requested by the District, Consultant shall make a formal recommendation regarding award of the Contract. Consultant shall assist District with examination, organization, and inventory the escrow bid documents of the two lowest bidders, if applicable.
- 6. Additionally, the Campus Building 30% and 50% plans will be reviewed to simply identify potential value saving concepts.

**TASKS 2 and 3 – CONSTRUCTION MANAGEMENT SERVICES
(2 for Aeration Basins; 3 for Campus Building)**

- 1. Preconstruction Conference (Meeting)
 - a. Consultant shall prepare the agenda, lead the meeting, draft, and distribute the Records of Discussion. The District, Designer and Contractor team will attend the meeting.
 - b. As an extension of the meeting Consultant shall facilitate a Team Building discussion to include 'rocks in the road' (project challenges) and development of a Dispute Resolution Matrix.

2. Preconstruction Walk/Photos/Video
 - a. Consultant shall conduct preconstruction inspections documenting conditions using digital photographs and video.
3. Administration and Office Set-Up
 - a. Consultant shall setup the files for the project prior to commencement of construction and coordinate with the District and Contractor for office trailer set-up.
 - b. Contractor will provide office trailer, furniture, copier, internet service, etc. Consultant shall coordinate the requirements in the construction contract documents.
4. Construction Administration
 - a. Project Coordination: Consultant shall act as the project coordinator and be the Contractor's main point of contact.
 - b. Document Tracking System: Consultant shall use and maintain the District's online system for tracking all correspondence and documents on the Project.
 - c. Construction Administration Services: Consultant shall receive all correspondence from the Contractor and address all construction related correspondence and inquiries from the contractor. Designer will be responsible for providing any design input.
5. Meetings
 - a. Consultant shall prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings will generally be held weekly. Other construction meetings will be scheduled as needed which may include submittal reviews, critical activity coordination, schedule reviews, SCADA planning/coordination, change orders and startup and testing.
 - b. Consultant shall facilitate and prepare records of discussions for the progress meetings and other construction related meetings.
6. Outside Agency Coordination: District/Contractor will obtain necessary permits. Consultant shall coordinate with outside agencies and review Contractor's compliance with permit requirements.

7. Submittals

- a. Consultant shall process all submittals.
- b. Consultant shall receive contractor submittals and check for general conformity with the Contract requirements. Submittals that don't conform shall be returned to the Contractor for correction, those that do conform shall be forwarded to Designer/District for review and comment.
- c. Consultant shall return the reviewed submittal back to the Contractor.
- d. Consultant shall review Designer comments to determine if additional follow-up with the District and/or contractor is warranted to identify any scope changes.

8. Clarification Process

- a. Consultant shall receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Consultant shall return the RFI to the Contractor.
- b. Consultant shall provide a response to any administrative and/or general RFIs. Consultant shall route all design related RFIs to Designer (and cc the District) for review and response.
- c. Consultant shall review Designer's response to confirm it answers the question and doesn't constitute a material change before transmitting back to the Contractor.
- d. Consultant may generate its own questions that will be transmitted to the Designer via a CM-RFI.
- e. If a detail, specification, or plan sheet needs amending, Designer will be responsible for preparing the Design Clarification. Non-substantive items shall be transmitted back to the Contractor. Items that Consultant believes constitute a change shall be transmitted to the Contractor along with a Request for Quote (RFQ).

9. Change Order Preparation, Negotiation & Processing

- a. Designer will prepare design details for change requests and submit any material changes to the Authority Having Jurisdiction for approval. Consultant shall prepare and issue the change request to the Contractor with the appropriate supporting design documents.
- b. Consultant shall prepare an independent cost estimate and/or review the acceptability of the Contractor's cost proposal for each change request.

- c. In the event the Contractor encounters a time sensitive problem, Consultant shall issue a field order. All work done under a field order will be completed on a time and material basis. Consultant shall advise the District of the issuance of the field order, and the District will review and authorize Consultant to execute the Field Order.
- d. District/Consultant shall negotiate change orders with the Contractor. Upon agreement, Consultant shall prepare change orders for execution by the District and Contractor.
- e. Consultant shall implement and maintain a system for logging and tracking changes.

10. Progress Payment

- a. Consultant shall review and approve the initial cost breakdown (Schedule of Values) prepared by the Contractor.
- b. Consultant shall review and process the Contractor's monthly progress payment requests.
- c. Consultant shall prepare a summary cover sheet for the progress payments which will be executed by the Consultant, the Contractor and the District.

11. Scheduling

- a. Consultant shall review the Contractor's initial Baseline schedule submittal to determine it conforms with the Contract Documents including incorporation of interim milestones, specified sequence and constraints, shows completion by contract Substantial Completion date, and contains no major conflicts. Consultant shall provide review comments.
- b. Consultant shall review the schedule updates and provide written comments as necessary.
- c. Consultant shall review, evaluate, and make written recommendations to the District of any Contractor requested Contract Time extensions.

12. Reporting to Staff/District Board: Consultant shall prepare weekly and monthly reports as required by the District. All Project documentation, including submittals, daily reports, weekly statements of working days, RFIs field orders, budget, schedule, change order status, representative construction photos and other pertinent information requested by District will be included. Consultant when requested by the District, will attend Board meetings to assist District staff.

13. Field Quality Control

- a. Consultant shall provide full-time field inspection/observation services to monitor compliance with the contract documents and will prepare daily reports documenting observed field activities, field crews, contractor equipment, and field problems. District to have access to daily reports.
- b. No allowance is included in the budget for extended overtime inspection
- c. Consultant shall upload photographs of the work that will be attached to Daily Reports and separately upload to a Project Photo library.
- d. Consultant shall monitor the Contractor's record documents monthly to confirm they are being maintained as required by the contract.
- e. Special Inspections: Consultant shall contract with specialty firms to furnish the materials testing, special inspections, and commissioning. Consultant shall schedule and coordinate special inspections.
- f. Consultant shall not schedule and coordinate material testing and specialty inspection services contracted by the Contractor.
- g. Consultant shall retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.
- h. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.

14. System Outages and Shutdowns

- a. Consultant shall facilitate/coordinate system outages, shutdowns and tie-ins that are requested by the Contractor and executed/supported by the District.
- b. Consultant shall review the Contractor's SOSR before forwarding to the District for approval. Consultant shall assist with the coordination/communication between the Contractor and District's field forces to successfully implement a system outage including the development of LOTO Procedures required for each. The Consultant's development and work product shall be considered DRAFT and it is the responsibility of the District to review, determine the accuracy of, and incorporate into their operations.

15. Means and Methods of Construction: Consultant shall not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.

16. Safety

- a. Consultant shall comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Consultant's work and shall take necessary precautions for safe operation of Consultant's work, and the protection of Consultant's personnel from injury and damage from such work.
- b. Neither the professional activities of the Consultant, nor the presence of the Consultant's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
- c. Consultant's staff will adhere to current Alameda County Health Department and District mandated COVID-19 Safety Protocols.

17. Spare Parts: Consultant shall prepare a list of required spare parts and attic stock materials from the specifications. Consultant shall work with the Contractor to inventory and transfer spare parts and materials to the District.

18. Operation and Maintenance (O&M) Manuals: Consultant shall prepare a list of anticipated O&M Manuals and track the submittal and review process like "Submittals" above and transfer final copies to the District.

19. Asset Management: Provide asset management services for the Phase 1A Project. At a minimum, this shall include the following:

- a. Prior to construction, develop a detailed equipment list of all equipment/instruments that are anticipated to be added, removed, or replaced during the project. This list shall include a description, specified make/model/size, and general location.
- b. During construction, the equipment list shall be maintained and updated to include any deviations resulting from the contractor's submittals and asset identification numbers provided by the District. This list shall also indicate whether the added or replaced equipment/instrument requires training of District staff, that appropriate O&M documentation has been received/approved, and approximate dates for startup/commissioning.

Monthly equipment list updates shall be provided to the District's program management staff.

- c. Post construction, the equipment list shall be updated to include an approximate value for each piece of equipment and an as-built list shall be provided to the District's program management staff.
20. Develop Lock-Out-Tag-Out (LOTO) Standard Operating Procedures (SOPs) for the new and modified equipment included in Phase 1A project.
- a. The District will provide the template and the software and/or computer necessary to develop the SOPs in the special format requested by the District.
 - b. Consultant's development and work product shall be considered DRAFT and it is the responsibility of the District to review, determine the accuracy of, and incorporate into their operations.
21. Provide Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Finance and Innovation Act (WIFIA) Support Services.
- a. Retain a labor compliance consultant to manage and process weekly certified payrolls records to ensure compliance with all Davis Bacon and Related Acts (DBRA) prevailing wage requirements.
 - b. Manage and document project compliance with the Environmental Protection Agency's (EPA's) American Iron and Steel (AIS) requirements. Determine which products are covered under the AIS requirements and confirm the submittal and receipt of any required certifications.
 - c. Provide semi-annual Disadvantaged Business Enterprise (DBE) reports. These reports shall contain a list of all DBE contractors being employed on the project and any payments made to these DBE contractors over the reporting period.
 - d. Provide quarterly and annual status reports. At a minimum, these reports shall contain the following information:
 - 1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoice, and percent schedule elapsed.
 - 2. A description of compliance with environmental requirements.
 - 3. A listing of change orders including amount, description of work, and change in contract amount and schedule.
 - 4. Any problems encountered, proposed resolutions, schedule for resolution, and status of previous problem resolutions.

22. Testing and Training

- a. The Scope and Budget do not include the Consultant's participation in factory witness testing.
- b. Consultant shall facilitate the development of the Startup Plan with the Contractor, Designer, and the District.
- c. Consultant shall provide oversight, coordination, and administration of training and testing. Designer will provide design assistance during testing operations.
- d. Consultant shall observe start-up and testing as the District's representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
- e. Consultant shall attend training sessions and collect attendance sheets and copies of training material.

23. Corrective Work Item List

- a. Consultant shall maintain a Corrective Work Item list throughout the project for all noted non-conforming items that will be transmitted to the Contractor regularly. Items will be removed from the list after Consultant has confirmed they have been completed.
- b. Upon declaration of Substantial Completion, all uncompleted Corrective Work Items shall be moved to the punch list.

24. Substantial Completion

- a. When the contractor has met the contract requirements for Substantial Completion, Consultant shall prepare a Certificate for execution by the District and the Contractor. The Substantial Completion Certificate will include the Punchlist as an attachment.
- b. Punchlist: Consultant, with input from Designer and District, shall prepare the list of outstanding deficiencies and issue them as a punchlist(s).
- c. Final Inspection and Payment
 - 1. Consultant shall have primary responsibility for conducting the final inspection and review the punchlist work for completeness.
 - 2. The District will make the final determination of the acceptability of the Work.

25. Project Closeout

- a. Consultant shall prepare necessary District documentation recommending acceptance of the completed work by the Board/Council or duly designated representative.
- b. Consultant shall turnover project documentation to the District after completion of the project.
- c. Consultant shall have full and complete access available to all files created by the Consultant during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at the Consultant's expense.

26. Warranty Coordination

- a. Coordination of warranty work after the Contract Period is not included in this Scope of Work or budget.

27. Dispute Resolution

- a. Dispute resolution requiring extraordinary efforts or services beyond those listed above are not included in this Scope of Work.

Task 4 – PROGRAM SUPPORT SERVICES

1. Develop an overall Program Master Schedule for ETSU through Phase 1A construction and Phase 1B/C planning and design. Develop a logical sequence of construction bid packages. Identify key milestones and durations to meet operational, regulatory, and outside agency requirements.
2. Review and advise District on all schedules submitted by designers and contractors. Reflect these schedules into the Master Schedule and provide monthly updates for the entire Program based on actual progress.
3. Develop and maintain an overall Program Budget and cash flow projection of financial needs for ETSU through Phase 1A construction and Phase 1B/C planning and design. The Program Budget will track all encumbered, spent and forecast costs.
4. Provide cost estimating and budget preparation guidelines, cost tracking, and reporting guidelines.

5. Implement a standard procedure and format for cost estimating so design and construction contingencies, escalation factors, mark-ups, fees, and allowances are applied consistently and appropriately.
6. Assist the District with preparing presentation materials and reports for Board updates.
7. Develop an Administration Plan that includes the process the team will utilize to manage the construction of the Phased 1A Project which will include a staffing/resource plan, review/development of standardized construction forms, and strategy for accomplishing the work.

Assumptions

- District will provide Consultant all necessary documents and information to support development of Schedules and Budgets. This includes prior schedules, budgets, reports, permits and permit applications, funding applications and agreements, other agency agreements and requirements, etc.
- On-site office facilities and furnishings provided by District until the Aeration Basin Modifications construction notice to proceed (NTP) date. Subsequently, on-site facilities and furnishings will be provided by the Aeration Basin Modifications construction contractor through the close out period.
- Consultant's fee includes all electronic devices (computers, tablets, and mobile phones) and software in billing rates.
- Prevailing wage inspector rates are based on 3% annual adjustment; these rates may require further adjustment to conform with Department of Industrial Relations actual prevailing wages. All other billing rates are based on an annual average of 3%, effective January 1.
- Extraordinary expenses, such as travel outside of the Bay Area, outside reproduction, delivery services, etc. are invoiced at cost.
- Use of 4-D modeling is not included in the scope of work.

4. PAYMENT TO THE CONSULTANT

Payment to the Consultant shall be as called for in Article 4 and 5 of the Professional Services Agreement. The not-to-exceed amount for Task Order No. 1 shall be \$10,986,283. A summary of the anticipated distribution of costs and manpower between tasks is shown in Exhibit A.

The following table summarizes the previously-executed and proposed task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Construction Management Services	\$10,986,283	Yes	Paul Eldredge
Total	\$10,986,283		

5. TIME OF COMPLETION

All work defined in this task order shall be subject to the conditions of Article 2 of the Professional Services Agreement. A summary of the anticipated schedule of work is shown in Exhibit A. The major milestone dates assumed for the Phase 1A Project are as follows:

Description	Aeration Basins	Campus Building
30% Design Documents	n/a	March 2021
50% Design Documents	n/a	May 2021
90% Design Documents	April 2021	July 2021
100% Design Documents	June 2021	September 2021
Construction NTP	October 2021	January 2022
Construction Duration	42 months	24 months
Close Out Duration	3 months	3 months

6. KEY PERSONNEL

Key Personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-in-Charge	Gary Skrel
Aeration Basin Modifications Construction Manager	Mike Redig
Campus Building Construction Manager	Roger Anchartechahar

Key Personnel shall not be changed except in accordance with Article 6 of the Professional Services Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of February _____, 2021 and therewith incorporate it as part of the Agreement.

DISTRICT

CONSULTANT

UNION SANITARY DISTRICT

PSOMAS

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Gary Skrel, P.E.
Principal/Vice President

Date: _____

Date: _____

By: _____
Mike Redig, P.E.
Vice President

Date: _____

Exhibit A - Cost Breakdown

<div><div>PSOMAS</div><div>VANIR</div></div>	2021 Rate	90% AB Review		100% AB Review		AB BID PERIOD (Finalize 100% Review, Advertise, Bid Review, Prepare NTP)			AB MODS CONSTRUCTION PERIOD			2022 Rate	AB MODS CONSTRUCTION PERIOD											
		30% CB Review	50% CB Review		90% CB Review		100% CB Review	CB BID PERIOD (Finalize 100% Review, Advertise, Bid Review, Prepare NTP)					CAMPUS BUILDING CONSTRUCTION PERIOD											
		Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21		Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Task 1 - Preconstruction Services		124	552	236	292	464	216	300	56	16	16		0	0	0	0	0	0	0	0	0	0	0	0
Gary Skrel	\$ 245	8	48		26	30		14				\$ 252												
Mike Redig	\$ 215	8	110		70	38		14				\$ 221												
Andy Deal	\$ 147		80		30							\$ 151												
Ed O'Brien	\$ 235		24		0							\$ 242												
Chris Davenport	\$ 235		64		20							\$ 242												
Ron Mastalski	\$ 200	8	16	16	16	16	16	16	16	16	16	\$ 206												
Roger Anchartechehar	\$ 175	20		40	32	80	80	120				\$ 180												
Brent Arthurs	\$ 144					20		40				\$ 148												
Tony Shinali (Engineer's Estimate Review)	\$ 191	40	40	40	40	40						\$ 197												
Anthony Foster-Davis (Initial Schedule Development)	\$ 180		40			40						\$ 185												
Aldo Lujan (Constructability Reviews)	\$ 170	40		120		160	120	80	40			\$ 175												
Jenny Whitson (Sustainability/Solar Review)	\$ 170		40	20	20							\$ 175												
Subconsultants																								
Beecher Engineering	\$ 225		66		30	24		8				\$ 232												
DCM	\$ 240		24		8	16		8				\$ 247												
AB VE Support																								
Task 2 - Aeration Basin CM Services		0	0	0	0	80	80	80	640	720	536		536	536	536	536	536	536	536	536	536	696	696	696
PM/CM Mike Redig	\$ 215					80	80	80	80	80	80	\$ 221	80	80	80	80	80	80	80	80	80	80	80	80
Assist CM Andy Deal	\$ 147								160	160	160	\$ 151	160	160	160	160	160	160	160	160	160	160	160	160
PE Rachel Weber	\$ 129								120	120	120	\$ 133	120	120	120	120	120	120	120	120	120	120	120	120
Inspector 1	\$ 170								80	160	160	\$ 175	160	160	160	160	160	160	160	160	160	160	160	160
Inspector 2	\$ 170											\$ 175									160	160	160	
Site Inspector	\$ 170								160	160		\$ 175												
Site Monitor	\$ 129											\$ 133												
Scheduler - Anthony Foster-Davis	\$ 180								40	40	16	\$ 185	16	16	16	16	16	16	16	16	16	16	16	16
Subconsultants																								
CTS Material Testing / Special Inspection																								
Bay Area Coating Consultants																								
E, I and C: Beecher Engineering																								
RGM (Labor Compliance and SRF Reporting)									\$ 5,000	\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Task 3 - Campus Building CM Services		0	0	0	0	0	0	80	80	80	696		696	672	672	672	672	672	672	672	672	672	672	672
PM Ron Mastalski	\$ 200										16	\$ 206	16	16	16	16	16	16	16	16	16	16	16	16
CM Roger Anchartechehar	\$ 175							80	80	80	160	\$ 180	160	160	160	160	160	160	160	160	160	160	160	160
Assist CM Brent Arthurs	\$ 144										160	\$ 148	160	160	160	160	160	160	160	160	160	160	160	160
PE Karen Martinez	\$ 129										160	\$ 133	160	160	160	160	160	160	160	160	160	160	160	160
Scheduler - Anthony Foster-Davis	\$ 180										40	\$ 185	40	16	16	16	16	16	16	16	16	16	16	16
Site/Building Inspector (Psomas)	\$ 170										160	\$ 175	160	160	160	160	160	160	160	160	160	160	160	160
Subconsultants																								
CTS Material Testing / Special Inspection																								
E, I and C: Beecher Engineering																								
RGM (Labor Compliance and SRF Reporting)											\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
HVAC Commissioning																								
Waterproofing Consultant - Roof/Exterior Skin																								
Task 4 - Program Support Services		0	160	184	0	88	8	8	136	108	108		108	108	108	108	108	108	108	108	108	108	108	108
PIC Gary Skrel	\$ 245			32		8	8	8	24	12	12	\$ 252	12	12	12	12	12	12	12	12	12	12	12	12
PM Mike Redig	\$ 215			72					40	40	40	\$ 221	40	40	40	40	40	40	40	40	40	40	40	40
PE Rachel Weber	\$ 129								40	40	40	\$ 133	40	40	40	40	40	40	40	40	40	40	40	40
Tony (Master Budget Development)	\$ 191		80	40		40			8	8	8	\$ 197	8	8	8	8	8	8	8	8	8	8	8	8
Anthony Foster-Davis (Master Schedule Development)	\$ 180		80	40		40			24	8	8	\$ 185	8	8	8	8	8	8	8	8	8	8	8	8
Other Direct Costs									\$ 1,000	\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Totals		124	712	420	292	632	304	468	912	924	1,356		1,340	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,476	1,476	1,476

Exhibit A - Cost Breakdown

<div><div><div>PSOMAS</div><div>VANIR</div></div></div>	2023 Rate	AB MODS CONSTRUCTION PERIOD												2024 Rate	AB MODS CONSTRUCTION PERIOD										
		CAMPUS BUILDING CONSTRUCTION PERIOD													CB CLOSE OUT PERIOD										
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Task 1 - Preconstruction Services		0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	
Gary Skrel	\$ 260													\$ 268											
Mike Redig	\$ 228													\$ 235											
Andy Deal	\$ 156													\$ 161											
Ed O'Brien	\$ 249													\$ 257											
Chris Davenport	\$ 249													\$ 257											
Ron Mastalski	\$ 212													\$ 219											
Roger Anchartechehar	\$ 186													\$ 191											
Brent Arthurs	\$ 153													\$ 157											
Tony Shinali (Engineer's Estimate Review)	\$ 203													\$ 209											
Anthony Foster-Davis (Initial Schedule Development)	\$ 191													\$ 197											
Aldo Lujan (Constructability Reviews)	\$ 180													\$ 186											
Jenny Whitson (Sustainability/Solar Review)	\$ 180													\$ 186											
Subconsultants																									
Beecher Engineering	\$ 239													\$ 246											
DCM	\$ 255													\$ 262											
AB VE Support																									
Task 2 - Aeration Basin CM Services		696	696	696	696	696	696	696	696	696	696	696	696		856	696	696	696	696	696	696	696	696	696	
PM/CM Mike Redig	\$ 228	80	80	80	80	80	80	80	80	80	80	80	80	\$ 235	80	80	80	80	80	80	80	80	80	80	
Assist CM Andy Deal	\$ 156	160	160	160	160	160	160	160	160	160	160	160	160	\$ 161	160	160	160	160	160	160	160	160	160	160	
PE Rachel Weber	\$ 137	120	120	120	120	120	120	120	120	120	120	120	120	\$ 141	120	120	120	120	120	120	120	120	120	120	
Inspector 1	\$ 180	160	160	160	160	160	160	160	160	160	160	160	160	\$ 186	160	160	160	160	160	160	160	160	160	160	
Inspector 2	\$ 180	160	160	160	160	160	160	160	160	160	160	160	160	\$ 186	160										
Site Inspector	\$ 180													\$ 186											
Site Monitor	\$ 137													\$ 141	160	160	160	160	160	160	160	160	160	160	
Scheduler - Anthony Foster-Davis	\$ 191	16	16	16	16	16	16	16	16	16	16	16	16	\$ 197	16	16	16	16	16	16	16	16	16	16	
Subconsultants																									
CTS Material Testing / Special Inspection																									
Bay Area Coating Consultants																									
E, I and C: Beecher Engineering																									
RGM (Labor Compliance and SRF Reporting)		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
Task 3 - Campus Building CM Services		672	672	672	672	672	672	672	672	672	672	672	656		496	496	0	0	0	0	0	0	0	0	
PM Ron Mastalski	\$ 212	16	16	16	16	16	16	16	16	16	16	16	16	\$ 219	16	16									
CM Roger Anchartechehar	\$ 186	160	160	160	160	160	160	160	160	160	160	160	160	\$ 191	160	160									
Assist CM Brent Arthurs	\$ 153	160	160	160	160	160	160	160	160	160	160	160	160	\$ 157	160	160									
PE Karen Martinez	\$ 137	160	160	160	160	160	160	160	160	160	160	160	160	\$ 141	160	160									
Scheduler - Anthony Foster-Davis	\$ 191	16	16	16	16	16	16	16	16	16	16	16		\$ 197											
Site/Building Inspector (Psomas)	\$ 180	160	160	160	160	160	160	160	160	160	160	160	160	\$ 186											
Subconsultants																									
CTS Material Testing / Special Inspection																									
E, I and C: Beecher Engineering																									
RGM (Labor Compliance and SRF Reporting)		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 8,000												
HVAC Commissioning																									
Waterproofing Consultant - Roof/Exterior Skin																									
Task 4 - Program Support Services		108	108	108	108	108	108	108	108	108	108	108	108		108	108	108	108	108	108	108	108	108	108	
PIC Gary Skrel	\$ 260	12	12	12	12	12	12	12	12	12	12	12	12	\$ 268	12	12	12	12	12	12	12	12	12	12	
PM Mike Redig	\$ 228	40	40	40	40	40	40	40	40	40	40	40	40	\$ 235	40	40	40	40	40	40	40	40	40	40	
PE Rachel Weber	\$ 137	40	40	40	40	40	40	40	40	40	40	40	40	\$ 141	40	40	40	40	40	40	40	40	40	40	
Tony (Master Budget Development)	\$ 203	8	8	8	8	8	8	8	8	8	8	8	8	\$ 209	8	8	8	8	8	8	8	8	8	8	
Anthony Foster-Davis (Master Schedule Development)	\$ 191	8	8	8	8	8	8	8	8	8	8	8	8	\$ 197	8	8	8	8	8	8	8	8	8	8	
Other Direct Costs		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
Totals		1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,476	1,460		1,460	1,300	804	804	804	804	804	804	804	804	

Exhibit A - Cost Breakdown

<div><div>PSOMAS</div><div>VANIR</div></div>			2025 Rate	AB MODS CONSTRUCTION PERIOD			AB MODS CLOSE OUT PERIOD			Subtotal Hours	Subtotal Fee	Subconsultant Markups (5%)	Total Fee
	Nov-24	Dec-24		Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25				
Task 1 - Preconstruction Services	0	0		0	0	0	0	0	0	2,272	\$ 461,800	\$ 16,889	\$ 478,689
Gary Skrel			\$ 276							126	\$ 30,870	\$ -	\$ 30,870
Mike Redig			\$ 242							240	\$ 51,600	\$ -	\$ 51,600
Andy Deal			\$ 165							110	\$ 16,170	\$ -	\$ 16,170
Ed O'Brien			\$ 264							24	\$ 5,640	\$ -	\$ 5,640
Chris Davenport			\$ 264							84	\$ 19,740	\$ -	\$ 19,740
Ron Mastalski			\$ 225							152	\$ 30,400	\$ 1,520	\$ 31,920
Roger Anchartechehar			\$ 197							372	\$ 65,100	\$ 3,255	\$ 68,355
Brent Arthurs			\$ 162							60	\$ 8,640	\$ 432	\$ 9,072
Tony Shinali (Engineer's Estimate Review)			\$ 215							200	\$ 38,200	\$ 1,910	\$ 40,110
Anthony Foster-Davis (Initial Schedule Development)			\$ 203							80	\$ 14,400	\$ 720	\$ 15,120
Aldo Lujan (Constructability Reviews)			\$ 191							560	\$ 95,200	\$ 4,760	\$ 99,960
Jenny Whitson (Sustainability/Solar Review)			\$ 191							80	\$ 13,600	\$ 680	\$ 14,280
Subconsultants													
Beecher Engineering			\$ 253							128	\$ 28,800	\$ 1,440	\$ 30,240
DCM			\$ 270							56	\$ 13,440	\$ 672	\$ 14,112
AB VE Support										Allowance	\$ 30,000	\$ 1,500	\$ 31,500
Task 2 - Aeration Basin CM Services	696	696		696	696	696	360	360	320	29,040	\$ 5,488,936	\$ 34,752	\$ 5,523,687
PM/CM Mike Redig	80	80	\$ 242	80	80	80	80	80	80	3,840	\$ 876,453	\$ -	\$ 876,453
Assist CM Andy Deal	160	160	\$ 165	160	160	160	160	160	120	7,160	\$ 1,121,321	\$ -	\$ 1,121,321
PE Rachel Weber	120	120	\$ 145	120	120	120	120	120	120	5,400	\$ 742,368	\$ -	\$ 742,368
Inspector 1	160	160	\$ 191	160	160	160				6,640	\$ 1,198,977	\$ -	\$ 1,198,977
Inspector 2			\$ 191							2,560	\$ 460,048	\$ -	\$ 460,048
Site Inspector			\$ 191							320	\$ 54,400	\$ -	\$ 54,400
Site Monitor	160	160	\$ 145	160	160	160				2,400	\$ 340,338	\$ -	\$ 340,338
Scheduler - Anthony Foster-Davis	16	16	\$ 203	16	16	16				720	\$ 137,031	\$ 6,852	\$ 143,882
Subconsultants													
CTS Material Testing / Special Inspection										Allowance	\$ 200,000	\$ 10,000	\$ 210,000
Bay Area Coating Consultants										Allowance	\$ 40,000	\$ 2,000	\$ 42,000
E, I and C: Beecher Engineering										Allowance	\$ 100,000	\$ 5,000	\$ 105,000
RGM (Labor Compliance and SRF Reporting)	\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	\$ 5,000	\$ 8,000				\$ 218,000	\$ 10,900	\$ 228,900
Task 3 - Campus Building CM Services	0	0		0	0	0	0	0	0	18,064	\$ 3,782,851	\$ 153,659	\$ 3,936,510
PM Ron Mastalski			\$ 225							432	\$ 90,484	\$ 4,524	\$ 95,008
CM Roger Anchartechehar			\$ 197							4,560	\$ 833,735	\$ 41,687	\$ 875,422
Assist CM Brent Arthurs			\$ 162							4,320	\$ 651,485	\$ 32,574	\$ 684,059
PE Karen Martinez			\$ 145							4,320	\$ 583,622	\$ 29,181	\$ 612,803
Scheduler - Anthony Foster-Davis			\$ 203							432	\$ 80,856	\$ 4,043	\$ 84,898
Site/Building Inspector (Psomas)			\$ 191							4,000	\$ 709,670	\$ -	\$ 709,670
Subconsultants													
CTS Material Testing / Special Inspection										Allowance	\$ 550,000	\$ 27,500	\$ 577,500
E, I and C: Beecher Engineering										Allowance	\$ 25,000	\$ 1,250	\$ 26,250
RGM (Labor Compliance and SRF Reporting)											\$ 128,000	\$ 6,400	\$ 134,400
HVAC Commissioning										Allowance	\$ 90,000	\$ 4,500	\$ 94,500
Waterproofing Consultant - Roof/Exterior Skin										Allowance	\$ 40,000	\$ 2,000	\$ 42,000
Task 4 - Program Support Services	108	108		108	108	108	60	32	32	5,136	\$ 1,037,669	\$ 9,728	\$ 1,047,396
PIC Gary Skrel	12	12	\$ 276	12	12	12				572	\$ 147,725	\$ -	\$ 147,725
PM Mike Redig	40	40	\$ 242	40	40	40	20	8	8	1,788	\$ 407,580	\$ -	\$ 407,580
PE Rachel Weber	40	40	\$ 145	40	40	40	40	24	24	1,768	\$ 242,810	\$ -	\$ 242,810
Tony (Master Budget Development)	8	8	\$ 215	8	8	8				496	\$ 98,678	\$ 4,934	\$ 103,612
Anthony Foster-Davis (Master Schedule Development)	8	8	\$ 203	8	8	8				512	\$ 95,875	\$ 4,794	\$ 100,669
Other Direct Costs	\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ 45,000	\$ -	\$ 45,000
Totals	804	804		804	804	804	420	392	352	54,512	\$ 10,771,256	\$ 215,027	\$ 10,986,283

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Andrew Baile, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. (WC) in the amount of \$271,417 for the final design and bid period services of the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (Project).

Discussion

In Task Order No. 1, WC provided predesign services for the Project that included the assessment of approximately 33,000 feet of reinforced concrete pipe (RCP) trunk sewer mains. WC's assessment included the review of video inspections of the RCP trunk sewer mains and field inspections of the trunk sewer manholes.

In January 2021, WC completed their assessment and summarized the condition of the RCP trunk sewer mains, prioritized the pipe segments to rehabilitate in the near-, mid-, and long-terms, and recommended the rehabilitation method. The inspection videos revealed various stages of concrete deterioration due to hydrogen sulfide corrosion, such as extensive spalling of the concrete with exposed aggregate, exposed steel reinforcement in the concrete, and visual indications of "ribbing," which is the stage of concrete deterioration right before the steel reinforcement is exposed. Examples of these defects are provided in Figures 2 through 4.

These defects were observed in approximately 7,784 feet, about 24% of the Irvington Basin's RCP trunk sewer mains and will require near-term rehabilitation. WC also identified near-term rehabilitation for non-RCP pipe (vitrified clay pipe and cast-iron pipe) that are part of the RCP trunk sewer main alignments and for some of the trunk sewer manholes. The deficiencies noted for the vitrified clay and cast iron pipes included circumferential and longitudinal cracks, deteriorated joint mortar, pulled joints, roots, infiltration, and heavy tuberculation (cast iron corrosion). The deficiencies noted for the trunk sewer manholes included corroded frames and steps, concrete deterioration, roots, and infiltration at joints.

WC identified the cured-in-place pipe (CIPP) liner method to rehabilitate the trunk sewer mains due to having the least impact to the trunk sewer main's existing hydraulic flow capacity, relatively high contractor availability in Northern California, and fewer impacts to the public as compared to other rehabilitation methods.

The purpose of Task Order No. 2 is to authorize WC to provide final design and bid period services for the near-term rehabilitation of the 33- to 48-inch diameter RCP trunk sewer mains outlined above and rehabilitation in several trunk sewer manholes. The proposed rehabilitation locations are shown in the attached Figure 1 and in Attachments 4 through 8 of the task order. WC's scope of services will include the following tasks:

1. Prepare 50%, 90%, and final design submittals including preparation of bypass pumping details and layout.
2. Prepare engineer estimates of the construction costs at all stages of the design.
3. Provide project management and internal quality assurance and control of the design documents and facilitate design review meetings.
4. Communicate with utility agencies/owners in the identified project area to obtain record drawings and information.
5. Coordinate with City of Fremont, Alameda Flood Control & Water Conservation District, and Caltrans to identify requirements to include in the contract documents.
6. Provide bid period services including attendance at the prebid conference, response to contractor questions, preparation of contract document addenda, and preparation of conformed documents.

WC's scope of services and fees for Task Order No. 2 are summarized below:

Task No.	Task Description	Amount
1	Project Management and Meetings	\$25,368
2	Utility Research	\$8,656
3	Permits, Licenses, and Agreements	\$35,724
4	Design	\$174,370
5	Bid Services	\$27,299
	Total Task Order Not-to-Exceed Fee	\$271,417

The task order's total not-to-exceed fee of \$271,417 is 5.4% of the preliminary construction cost estimate of \$5 million. For a project of this size and scope, staff expects the fee to be in the range of 5% to 8%. Staff believes the fee to be reasonable given the effort to plan the sewer bypass systems and to coordinate with the City of Fremont and other agencies on permitting requirements. As a comparison, the District completed the Alvarado-Niles Road Sanitary Sewer Rehabilitation Project in 2016. This project included rehabilitation of approximately 9,200 feet of 27- and 30-inch diameter RCP trunk sewer mains using the CIPP lining method. The design fee for the Alvarado-Niles project was \$248,371, which was 7.6% of the construction contract amount of \$3.28 million. The significant difference between the two projects is the RCP trunk sewer mains in the Alvarado-Niles project were smaller than the 33- to 48-inch diameter RCP trunk sewer mains in the Irvington Basin RCP project.

WC is scheduled to complete the design by October 2021, with construction anticipated to follow in spring 2022.

The total amounts for the Project's agreement with WC are summarized in the table below:

Description	Amount
Task Order No. 1 – Predesign Services	\$104,815
Task Order No. 2 – Design and Bid Period Services	\$271,417
Total	\$376,232

Background

The Irvington drainage basin covers the southern end of the District's service area, collecting wastewater primarily from the city of Fremont and an eastern section of the city of Newark. Several trunk sewer mains collect the wastewater in the basin that eventually terminate at the Irvington Pump Station (PS) located at the southern end of the District. Within the Irvington Basin, there are two lift stations that collect and lift wastewater from deeper collection sewer system sewer mains to higher sewer mains that drain to Irvington PS. The Boyce Road Lift Station (LS) is located near the northern section of the basin and the Fremont Boulevard LS is located near the southern section of the basin.

There are approximately 6.25 miles (33,000 feet) of 33- to 48-inch diameter trunk sewer mains in the Irvington Basin that were installed between the late 1950s and mid-1960s using RCP. The trunk sewer mains are located within the City of Fremont and can be separated into three alignments (See Figure 1):

1. RCP Alignment No. 1 – The first alignment begins at Boyce Road LS as 33-inch diameter RCP and continues south along Boyce Road. The alignment transitions to 36- and 39-inch diameter RCP as it continues south as Boyce Road becomes Cushing Parkway and follows the alignment of the Cushing Parkway Bridge toward the intersection at Fremont Boulevard where it converges into a 48-inch diameter RCP close to the intersection of Cushing Parkway and Fremont Boulevard.
2. RCP Alignment No. 2 – The second alignment begins on Blacow Road as 33-inch diameter RCP and continues west toward Grimmer Boulevard. The alignment transitions to 36- and 39-inch diameter RCP as it proceeds south along Grimmer Boulevard and Fremont Boulevard. The portion of the alignment that crosses under Interstate 880 to Cushing Parkway consists of 39- to 48-inch diameter vitrified clay pipe. After crossing under Interstate 880, the alignment connects with RCP Alignment No. 1.
3. RCP Alignment No. 3 – The third alignment begins near the intersection of Cushing Parkway and Fremont Boulevard as 48-inch diameter RCP in an easement that parallels Fremont Boulevard where Alignment Nos. 1 and 2 connect. The alignment continues south along the easement and terminates at Irvington PS.

The trunk sewer mains are the main collectors of the wastewater from the smaller-diameter sewer mains in the upstream portions of the basin and are vital in transporting the basin's total wastewater to the Irvington PS.

Previous Board Action

July 27, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with WC in the amount of \$104,815 to provide predesign services for the Project.

PRE/SEG/RC/AB;mb

Attachments: Figure 1 – Aerial Map of Irvington Basin Sewer within Project Limits
Figures 2 through 4 – RCP Concrete Deterioration
Task Order No. 2

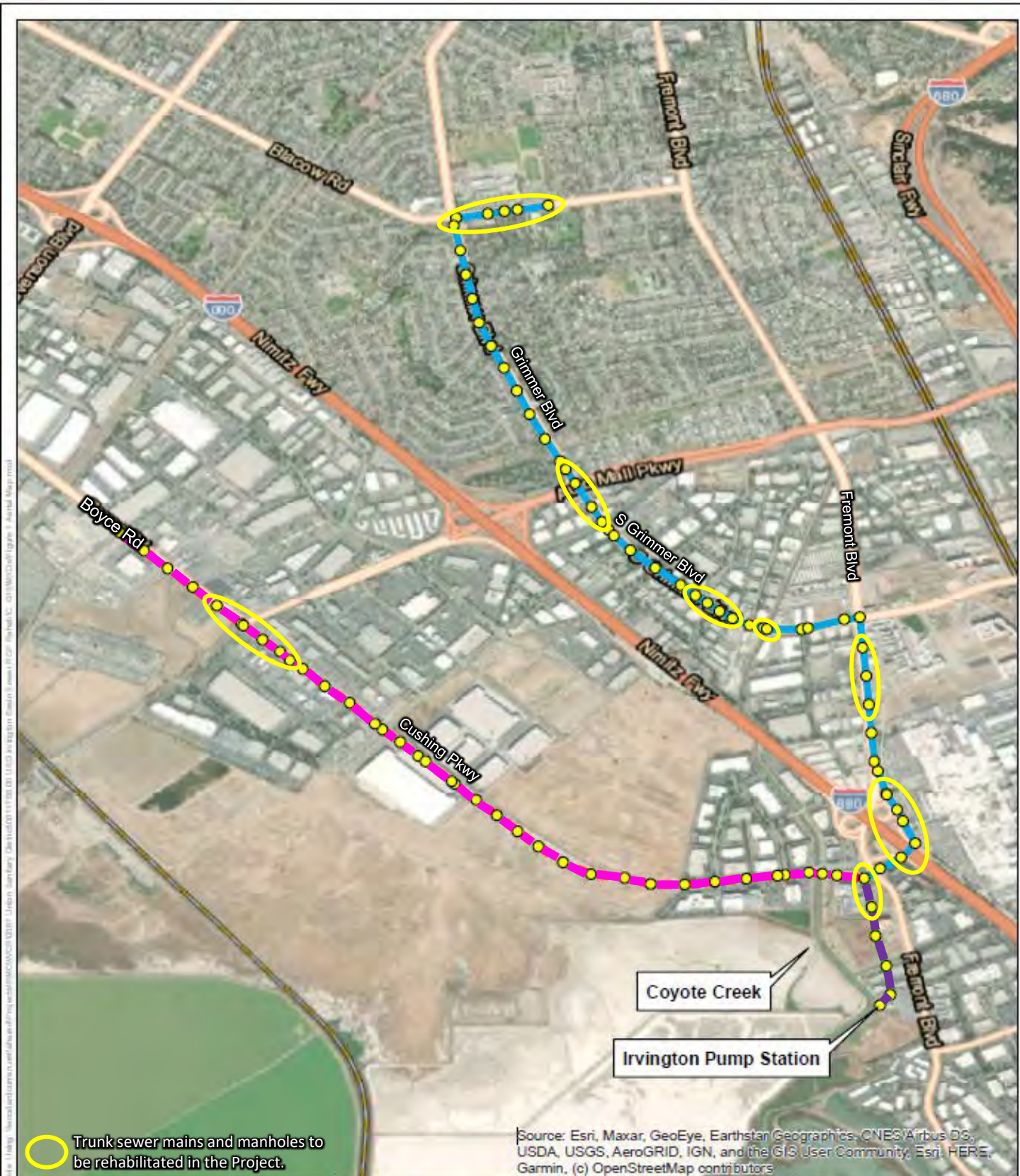


Figure 1: Aerial Map of Irvington Basin Sewer within Project Limits

USD Irvington Basin Sanitary Sewer RCP Rehabilitation Project

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Legend

- Manholes
- Alignment 1
- Alignment 2
- Alignment 3

0 0.25 0.5 1 Miles



Project #: 0011758.00
Map Created: October 2020

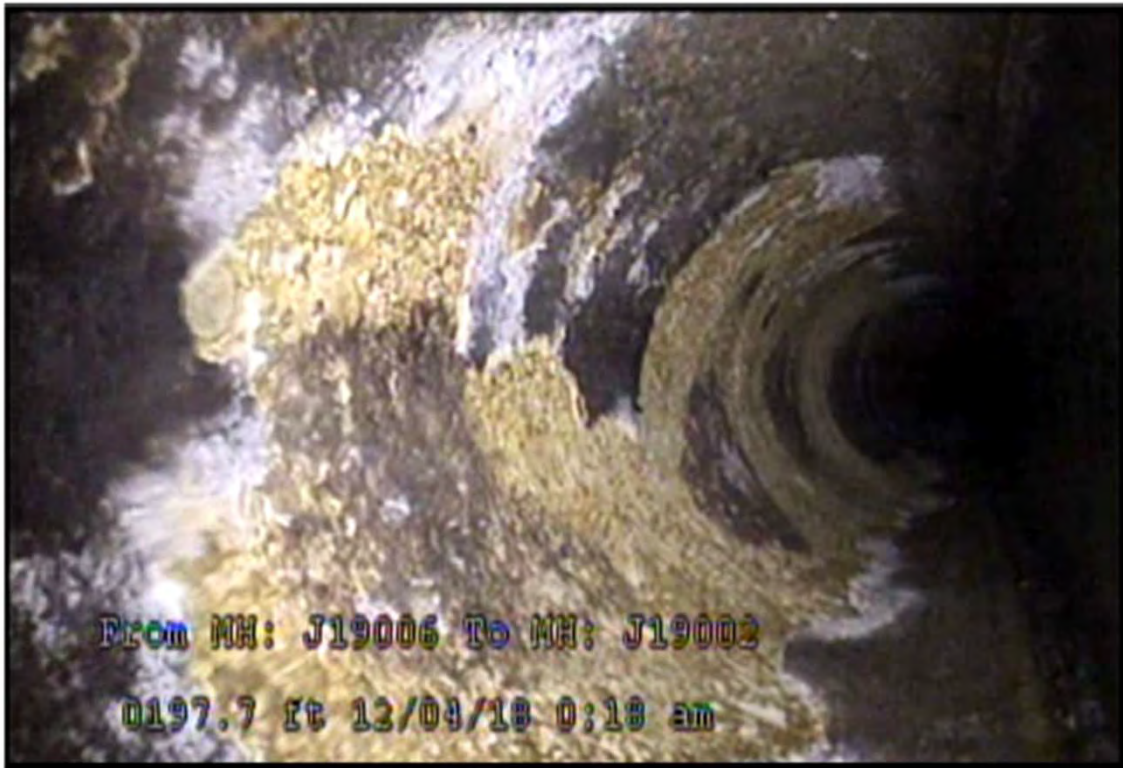


Figure 2: Example of Extensive Spalling with Exposed Aggregate

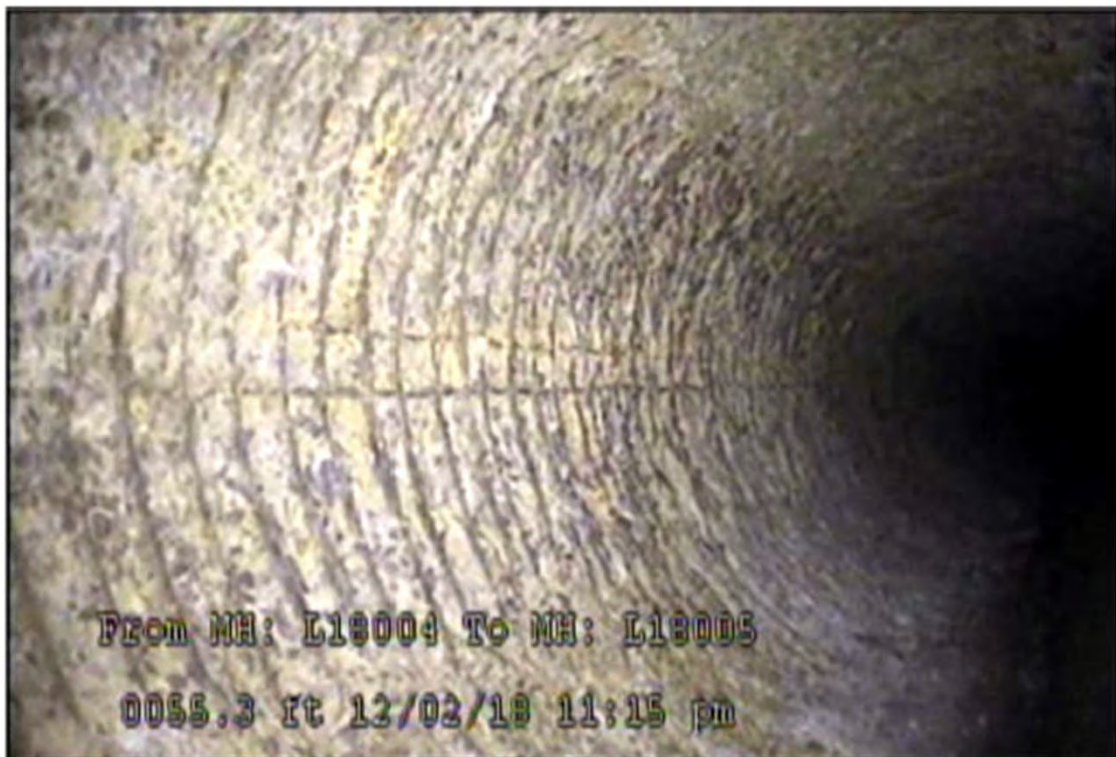


Figure 3: Example of Exposed Rebar



Figure 4: Example of Ribbing

**IRVINGTON BASIN REINFORCED CONCRETE PIPE
REHABILITATION PROJECT**

TASK ORDER NO. 2

to

**AGREEMENT BETWEEN
UNION SANITARY DISTRICT**

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

Dated July 27, 2020

1. PURPOSE

The purpose of Task Order No. 2 is to authorize design and bid support services for the Irvington Basin Reinforced Concrete Pipe – Phase I (Project). The Project consists of cured-in-place pipe (CIPP) rehabilitation of approximately 7,784 feet of trunk sewer within the Irvington Basin as well as rehabilitation of associated manholes using calcium aluminate. Five of the eight project areas within the project as a whole will be part of the base bid and three of the eight project areas will be additive bid items. All project areas are in the city of Fremont. See Attachments 4 through 8 for a summary table and maps of the project areas.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District’s Project Manager, Andrew Baile.

3. SCOPE OF SERVICES

The Scope of Services includes the following tasks:

Task 1 – Project Management

This task will include project management activities, including progress meetings and project quality control.

Subtask 1.1 Meetings

Engineer shall prepare for and attend up to three project meetings at key points during Task Order No. 2. The meetings are anticipated to include:

- Task Order No. 2 Kickoff Meeting
- 50% Design Review Meeting

- 90% Design Review Meeting

For each of the meetings, Engineer shall prepare an agenda and meeting minutes and distribute to the District.

This task will also include an internal STAR/QA QC meeting at the beginning of the project to discuss project challenges and potential solutions as the project is kicked off. An agenda and meeting minutes will be prepared for this internal meeting and can be provided to the District upon request.

Subtask 1.2 Project Tracking, Invoicing and Communications

Engineer shall prepare and submit progress reports with the monthly project invoice. Engineer shall provide regular project coordination, communication, and updates to the District to report progress on the project scope, budget, and schedule.

Task 1 Assumptions

- Meetings will be conducted virtually.
- Total Project Management duration for this scope of work (including design and bid) is up to 11 months.

Task 2 – Utility Research

Engineer shall follow up communications with utilities that were sent an initial contact letter from Task Order 1 to confirm and incorporate location of utilities in the Project area(s).

Subtask 2.1 – Utility Research

As part of Task Order 1, Engineer initiated an Underground Service Alert (U.S.A.) Design Ticket to generate a list of utility agencies/owners in the project area. Engineer contacted and tracked communications with utility agencies/owners identified on the U.S.A. ticket. Engineer prepared and sent an initial contact letter (Utility “A” Letter) requesting record drawings or other available utility mapping within the project area.

Under Task Order 2, Engineer shall follow up communications with utilities (Utility “B” Letter). Follow-up communications will include 50% level drawings showing the location of existing utilities in relation to the project site(s) so that the utility may confirm the location of their utilities in the project area(s).

Task 2 Assumptions

- Utility agencies/owners will respond to Utility “B” Letter request to confirm existing infrastructure data within six weeks of the date of the Utility “B” Letter.

- Utility data will only be shown on the drawings for the portions of the pipelines to be designed for rehabilitation in Task 4.
- Since survey will not be conducted, utility data will be schematic.
- Excavation will likely be required for installation of temporary sewer bypass at busy intersections.

Task 3 – Permits, Licenses and Agreements

This task will allow for coordination with the permitting agencies and various stakeholders in the project including the City of Fremont, Alameda County Flood Control & Water Conservation District (ACFC&WCD), and Caltrans.

Subtask 3.1 Permits

- City of Fremont: Engineer shall meet with the City of Fremont (Task 3.3) to identify requirements to include in the contract documents such that the District will be able to secure the City of Fremont Traffic Control Plan permit prior to project bid. Engineer shall send the 50% and 90% design specifications for traffic control to the City of Fremont for input and incorporate one set of consolidated comments into subsequent design submittals. The Contractor will be responsible for submitting traffic control plans for City approval prior to the start of construction.
- ACFC&WCD: The portion of the project area that is within the ACFC&WCD right-of-way is between manhole L20007 and L20009, which are the siphon pipelines. Engineer shall prepare and submit a letter to ACFC&WCD explaining the maintenance activity of rehabilitating the existing pipeline within their right-of-way. The letter will include a brief explanation of the benefits of rehabilitation and highlight how any rehabilitation construction would impact or conflict with their operations. Per communications conducted as part of Task Order 1, a permit from this agency will likely not be required. If the ACFC&WCD determines that a simple permit is required, the Engineer's level of effort to obtain said permit is limited to that included in the fee.
- Caltrans: The only portion of the pipeline within Caltrans right-of-way is between manhole I21002 and manhole J21009. Engineer shall prepare and submit a Caltrans Revocable Encroachment Permit application, coordinate with Caltrans, and attend up to one teleconference with Caltrans, if necessary.

Subtask 3.2 Identify Private Property Agreements

Engineer shall identify private properties that may require right-of-entry agreements or temporary construction easements. This information will be presented in a spreadsheet and provided to the District. This Task does not include acquisition of easements or development of plats and legal descriptions for acquiring easements. Task 3.3 includes attendance of one

public meeting and one private property owner meeting to discuss the project. Both meetings will be held virtually.

Subtask 3.3 Meetings

Engineer shall attend the following meetings:

- Up to one meeting with City of Fremont,
- Up to one meeting with ACFC&WCD,
- Up to one public meeting, and
- Up to one private property meeting.

Task 3 Assumptions

- The District will provide contact information for or conduct initial introduction with City of Fremont relevant to the Traffic Control Plan.
- Level of effort reflected in the fee estimate does not include obtaining right-of-entry agreements or temporary construction easements.
- Rehabilitation construction work is not anticipated to occur within Alameda County Flood Control & Water Conservation District right of way. Any CIPP lining work will be considered as maintenance. Therefore, no permit from this agency will be required.
- All meetings in Task 3 will be held virtually.
- W&C's initial assessment is that this project will fall under a CEQA categorical exemption. Environmental review and/or documentation (e.g., CEQA) is out of scope.
- Supporting the District in obtaining permits from regulatory agencies not listed above is out of scope.

Task 4 – Design

At all stages of the design (50%, 90%, and final), Engineer shall use AutoCAD to prepare a CAD drawing for the proposed project conforming to USD digital submittal guidelines. The design will be plotted at a scale of 1"=40' horizontal and 1" = 4' vertical plan and profiles and appropriately scaled details. The drawings will reflect only the portion of the project necessary to communicate the proposed scope of work to the District and contractors. The plan view drawings will be laid on top of aerial imagery provided by the District and only plan views will be presented. No survey work or profiles views will be provided as part of this scope.

This project will require full bypass pumping. The design will include preparation of suggested bypass pumping details and layout. It is anticipated that the construction documents will require that the contractor prepare and submit specific detailed bypass pumping plans for approval.

Specifications will include performance-based requirements for bypass pumping including capacity, redundancy, noise control measures, piping, pumps, monitoring, and security.

Subtask 4.1 50% Design (PS&E)

- Provide plans, list of technical specifications, bid tab, and engineer's estimate (Class 3) of construction cost at a 50% design level.
- Provide internal QA/QC review.

Subtask 4.2 90% Design (PS&E)

- Respond to District 50% submittal review comments.
- Provide plans, technical specifications, Specification Section 01010, Notice inviting bids, instructions to bidders, bid tab, supplementary General Conditions, and engineer's estimate (Class 3) of construction cost at a 90% design level.
- Provide internal QA/QC review.

Subtask 4.3 Final Design (PS&E)

- Respond to District 90% submittal review comments.
- Provide final bid documents (plans, technical specifications, Specification Section 01010, Notice inviting bids, bid tab, supplementary General Conditions, and engineer's estimate (Class 2)).
- Provide internal QA/QC review.

Task 4 Assumptions

- Design will include up to 7,784 linear feet of pipeline to be rehabilitated. Approximately 30 drawing sheets are anticipated.
- Project pipeline rehabilitation method will be Cured-in-Place Pipe (CIPP).
- CIPP launch and reception locations will only require removal and replacement of manhole cones, not the entire manhole/barrel.
- Manhole rehabilitation will be provided only to those manholes within the limits of the sewer segments to be rehabilitated. Manholes will be rehabilitated with Calcium Aluminate.
- The District will provide front end specifications, general conditions, and general requirements in Microsoft Word format.
- Technical specifications will be provided in 16 Division CSI format (5-digit system).

- The District will provide consolidated comments (one file containing one set of comments) each on the 50% and 90% design submittals.
- The District review period on the 50% and 90% design submittals will be no more than two weeks each.
- No survey will be performed. District will provide scalable ortho-rectified aerial imagery or Engineer shall use readily available aerial imagery (e.g., Google Earth) for the plan-view background on the design drawings. Drawings will include plan views only (i.e., no profiles).
- No excavation other than removal of existing manhole cones and shallow bury of bypass piping at intersections or driveways is anticipated to implement CIPP rehabilitation. As such, no geotechnical investigation will be completed.
- Traffic control requirements will be handled as part of the contract specifications. No traffic control drawings will be provided.

Task 5 – Bid Period Services

Subtask 5.1 Prebid Meeting

Engineer shall attend one virtual pre-bid meeting. Meeting duration will be 1 hour.

Subtask 5.2 – Answer Contractor Questions

Engineer shall respond to Contractor's technical (non-administrative) questions on the contract plans and specifications during the bid period as requested by the District.

Subtask 5.3 – Prepare Drawing/Specification Revisions

Engineer shall prepare drawing and/or specification revisions for contract document addenda using District standard addendum format.

Subtask 5.4 – Conformed Documents

Engineer shall prepare one set of conformed plans and specifications for the project.

Task 5 Assumptions

- Engineer shall answer up to 15 contractor questions at an average effort of two hours per question.
- Subtask includes preparation of supporting materials for two addenda.
- Agenda and minutes for the pre-bid meeting will be prepared by others.

4. SERVICES PROVIDED BY THE DISTRICT

The District will provide the following services and furnish information as follows:

- Provide all existing District data and information related to the project tasks above.
- Provide timely review of all project deliverables.

5. DELIVERABLES

Task 1 Deliverables

- Project meeting agendas (PDF format, delivered electronically two days before the meeting)
- Project meeting minutes (PDF format, delivered electronically)
- Monthly invoice and progress report

Task 2 Deliverables

- Copy of correspondence with utility agencies via electronic email.

Task 3 Deliverables

- City of Fremont Traffic Control Plan Permit application.
- Alameda County Flood Control & Water Conservation District Notification Letter.
- Caltrans Revocable Encroachment Permit application.
- List of Private Properties potentially affected by rehabilitation construction work (Microsoft Excel file mailed electronically).

Task 4 Deliverables

- 50% plans, list of technical specifications, bid tab, and cost estimate (PDF format, delivered electronically).
- 90% plans, technical specifications, bid tab, and cost estimate (PDF format, delivered electronically).
- Final (100%) bid tab and cost estimate (PDF format, delivered electronically).
- Signed/stamped final design plans (PDF and AutoCAD format, delivered electronically).
- Signed/stamped final design technical specifications (PDF and MS Word format, delivered electronically).

Task 5 Deliverables

- Answers to contractor questions delivered via email.
- Drawing and/or Specification Revisions to support up to two Addenda (PDF format, delivered electronically).
- Conformed Documents (Plans and Specifications) (PDF format, delivered electronically).

6. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement, shall be on a time and materials cost basis for the services provided, and shall be in accordance with the Engineer's schedule of hourly rates at the time the work is performed. Current rates are shown in Attachment 3. The billing rate schedule is based on an overall labor multiplier of 3.36 and a profit of 10 percent. Other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The estimated costs for the work described in the Scope of Services are shown in Attachment 1. Total charges to the District shall not exceed \$271,417 without written authorization from the District.

The following table summarizes the task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Condition Assessment and Rehabilitation Alternatives Evaluation	\$104,815	Yes	Paul R. Eldredge
Task Order No. 2 –Design and Bid Support Services	\$271,417	Yes	Paul R. Eldredge
Total	\$376,232		

7. TIME OF COMPLETION

The work defined in this Task Order shall be completed in 217 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement (there are no previously executed task orders or amendments). See Attachment 2 for the project design schedule.

8. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 2 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-In-Charge/Technical Director	Dave Richardson
Project Manager	Jennifer Glynn
Project Engineer	Madison Veggian

Key personnel shall not be changed except in accordance with Article 8 of the Agreement.

All other terms and conditions of the Agreement remain unchanged.

In WITNESS HEREOF, the parties hereto have executed this Task Order No. 2 as of _____, and therewith incorporated it as part of the Agreement.

DISTRICT:

UNION SANITARY DISTRICT

By: _____

Paul R. Eldredge, P.E.
General Manager/District Engineer

Date: _____

ENGINEER:

WOODARD & CURRAN, INC.

By: _____

David Richardson, P.E.
Vice President

Date: _____

Fee Estimate

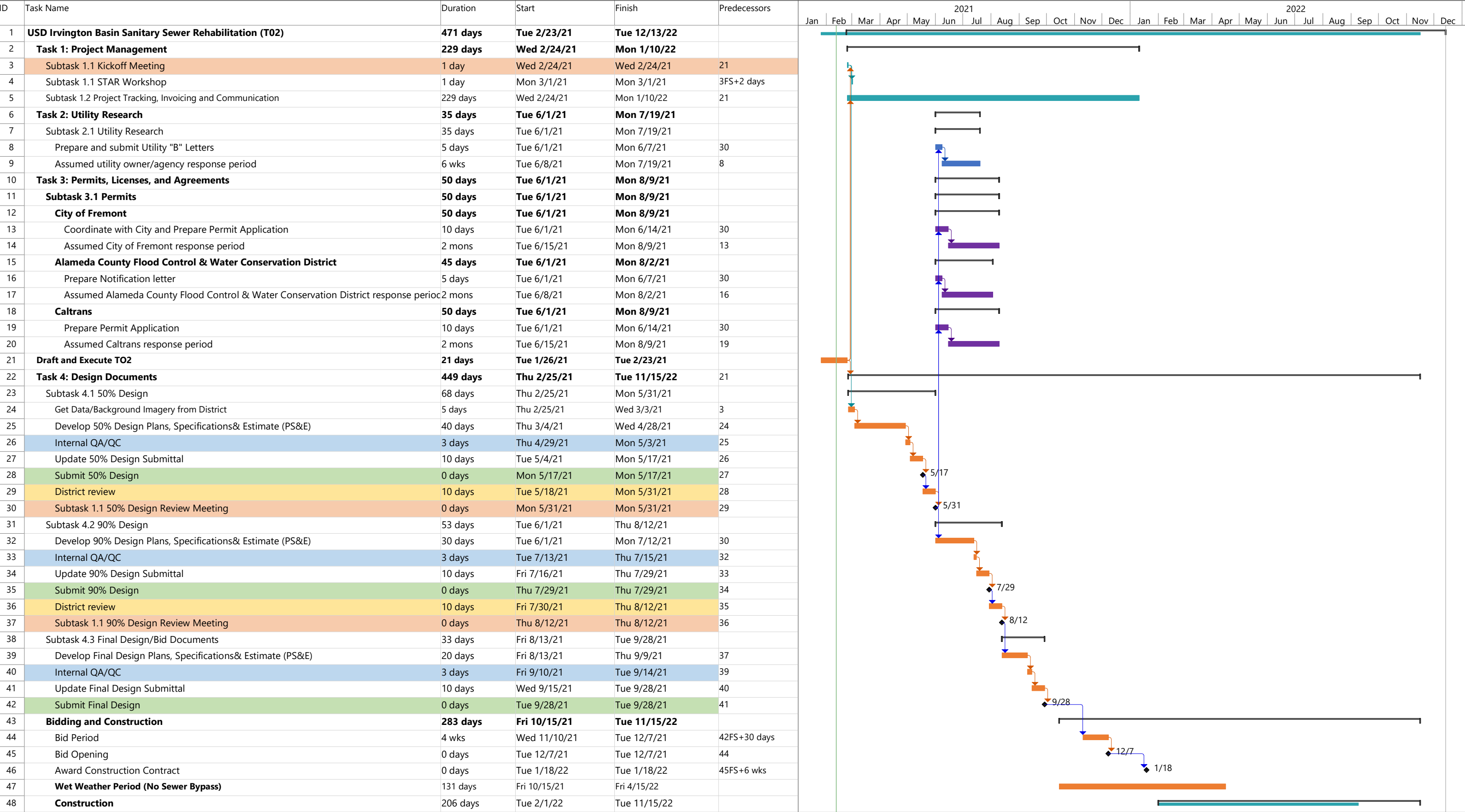
Union Sanitary District
Irvington Basin Sanitary Sewer RCP Rehabilitation Project
Task Order No. 2



02/10/21

Tasks	Labor							Total Hours	Total Labor Costs (1)	Outside Services		ODCs	Total
	Dave Richardson	Jennifer Glynn	Madison Veggian	Glenn Hermanson	Staff Engineer	CAD	Admin			Subtotal	Sub Consultant Total Cost (2)	Total ODCs (3)	Total Fee
	Principal-In-Charge	Project Manager	Project Engineer	QA/QC Review	Staff Engineer	CAD Designer	Project Assistant						
	SLL	STPL	PM1	STPL	E2	D3	PA						
	\$324	\$324	\$265	\$324	\$198	\$169	\$116						
Task 1: Project Management and Meetings													
1.1 Project Meetings													
Kickoff Meeting	2	4	4	2	2			14	\$4,048	\$0	\$0	\$0	\$4,048
50% Design Review Meeting		2	4		2			8	\$2,104	\$0	\$0	\$0	\$2,104
90% Design Review Meeting		2	4		2			8	\$2,104	\$0	\$0	\$0	\$2,104
1.2 Project Tracking, Invoicing and Communications (11 months)	2	32	16				16	66	\$17,112	\$0	\$0	\$0	\$17,112
Subtotal Task 1:	4	40	28	2	6	0	16	96	\$25,368	\$0	\$0	\$0	\$25,368
Task 2: Utility Research													
3.1 Utility "B" Letters (12 Agencies)			8		32			40	\$8,456	\$0	\$0	\$200	\$8,656
Subtotal Task 2:	0	0	8	0	32	0	0	40	\$8,456	\$0	\$0	\$200	\$8,656
Task 3: Permits, Licenses, and Agreements													
3.1 Permits													
3.1.1 City of Fremont		4	40					44	\$11,896	\$0	\$0	\$50	\$11,946
3.1.2 Alameda County Flood Control & Water Conservation District		2	8					10	\$2,768	\$0	\$0	\$0	\$2,768
3.1.3 Caltrans Encroachment Permit		4	40		4			48	\$12,688	\$0	\$0	\$50	\$12,738
3.2 Identify Private Property Agreements		2	4					6	\$1,708	\$0	\$0	\$0	\$1,708
3.3 Meetings (up to 4 virtual meetings)		8	12		4			24	\$6,564	\$0	\$0	\$0	\$6,564
Subtotal Task 3:	0	20	104	0	8	0	0	132	\$35,624	\$0	\$0	\$100	\$35,724
Task 4: Design													
4.1 50% Design		40	60	12	80	180		372	\$79,008	\$0	\$0	\$0	\$79,008
4.2 90% Design		32	40	12	60	120		264	\$57,016	\$0	\$0	\$0	\$57,016
4.3 Final Design		16	24	10	40	90	2	182	\$38,146	\$0	\$0	\$200	\$38,346
Subtotal Task 4:	0	88	124	34	180	390	2	818	\$174,170	\$0	\$0	\$200	\$174,370
Task 5: Bid Services													
5.1 Prebid Meeting		1	1					2	\$589	\$0	\$0	\$0	\$589
5.2 Answer Contractor Questions (up to 15)		10	20					30	\$8,540	\$0	\$0	\$0	\$8,540
5.3 Prepare Drawing/Spec Revisions for Addendum (up to 2)		4	10	2		8		24	\$5,946	\$0	\$0	\$0	\$5,946
5.4 Conformed Documents		2	8	2	24	24		60	\$12,224	\$0	\$0	\$0	\$12,224
Subtotal Task 5:	0	17	39	4	24	32	0	116	\$27,299	\$0	\$0	\$0	\$27,299
TOTAL	4	165	303	40	250	422	18	1,202	\$ 270,917	\$ -	\$ -	\$ 500	\$ 271,417

- 1. The individual hourly rates include salary, overhead and profit.
- 2. Subconsultants will be billed at actual cost plus 5%.
- 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.
- 4. Woodard & Curran reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts.





2021 Standard Rates	
Labor Category	2021 Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	171
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	198
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	224
Project Engineer 1 (PE1) Project Scientist 1 / Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	234
Project Engineer 2 (PE2) Project Scientist 2 / Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	249
Project Manager 1 (PM1) Technical Manager 1 (TM1)	265
Project Manager 2 (PM2) Technical Manager 2 (TM2)	281
Senior Project Manager (SPM) Senior Technical Manager (STM)	298
Senior Technical Practice Leader (STPL) Service Line Leader (SLL)	324
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	330
Software Engineer 1 (SE1)	156
Software Engineer 2 (SE2)	175
Software Engineer 3 (SE3)	191
Designer 1 (D1)	132
Designer 2 (D2)	164
Designer 3 (D3) Senior Software Developer (SSD)	169
Senior Designer (SD)	174
Project Assistant (PA)	116
Marketing Assistant (MA) Graphic Artist (GA)	125
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	136
Marketing Manager (MM) Graphics Manager (GM)	158

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost. Subconsultants will be billed as actual cost plus 5%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.

Attachment 4: Scope of Work

Upstream MH	Downstream MH	Pipe Material	Pipe Diameter (In)	Length (ft)	In Base Bid?
Q19003	Q19007	RCP	33	431	No
Q19007	Q19008	RCP	33	197	No
Q19008	Q19010	RCP	33	230	No
Q19010	Q19018	RCP	33	478	No
Q19018	Q19032	RCP	33	145	No
N19015	N19017	RCP	36	290	No
N19017	N19018	RCP	36	485	No
N19018	N19001	RCP	36	305	No
M20009	M20012	RCP	36	262	Yes
M20012	M20015	RCP	36	218	Yes
M20015	L20001	RCP	36	250	Yes
L20007 Siphon inlet L20007	L20009 Siphon outlet L20009	CIP	18	50	Yes
Siphon inlet	Siphon outlet	CIP	18	50	Yes
L20007 Siphon inlet	L20009 Siphon outlet	CIP	18	50	Yes
L21010	L21012	RCP	39	515	
L21012	K21003	RCP	39	515	
J21004	J21006	VCP	42	330	No
J21006	J21008	VCP	42	284	No
J21008	J21009	VCP	42	432	No
J21009	I21002	RCP	48	296	No
I21007	I21011	RCP	48	531	Yes
M18011	L18002	RCP	33	481	Yes
L18002	L18004	RCP	36	40.4	Yes
L18004	L18005	RCP	36	375	Yes
L18005	L18006	RCP	36	418	Yes
L18006	L18007	RCP	36	125	Yes
Total Near-Term				7,784 feet	

Figure Exported: 1/28/2021 By: apdavis Using: \\woodardcurran.net\shared\Projects\RM\WCR\0067 Union Sanitary District\0011758.00 USD Irvington Basin Sewer RCP Rehab\GIS\MXDs\Project Priority - West of I-880 - M17003 to J19006.mxd



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HF OpenStreetMap contributors

Attachment 5 Priority West of I-880: M17003 to J19006

USD Irvington Basin Sanitary Sewer
RCP Rehabilitation Project

Legend	Manholes	Alignment 1	Alignment 2	Alignment 3
	•	<div><div></div></div> Long-Term	<div><div></div></div> Long-Term	<div><div></div></div> Long-Term
		<div><div></div></div> Mid-Term	<div><div></div></div> Mid-Term	<div><div></div></div> Near-Term
		<div><div></div></div> Near-Term	<div><div></div></div> Near-Term	



Project #: 0011758.00
Map Created: November 2020

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. Data Sources:

Figure Exported: 1/28/2021 By: apcdavis Using: \\woodardcurran.net\shared\Projects\RWC\RWC0067 Union Sanitary District\0011758.00 USD Irvington Basin Sewer RCP Rehab.C. GIS\MXDs\Project Priority - West of I-880 - J19006 to H21IPS.mxd






Attachment 6

Priority West of I-880: J19006 to H21IPS

USD Irvington Basin Sanitary Sewer
RCP Rehabilitation Project

Legend	Manholes			Alignment 1	Alignment 2	Alignment 3
	•	Long-Term		Long-Term	Long-Term	Long-Term
		Mid-Term		Mid-Term	Mid-Term	Near-Term
		Near-Term		Near-Term	Near-Term	





Project #: 0011758.00
Map Created: November 2020

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. Data Sources:

Figure Exported: 1/28/2021 By: apdavis Using: \\woodardcurran.net\shared\Projects\RM\WCR\0067 Union Sanitary District\0011758.00 USD Irvington Basin Sewer RCP Rehab.C. GIS\MXDs\Project Priority - East of I-880 - Q19003 to M20015.mxd

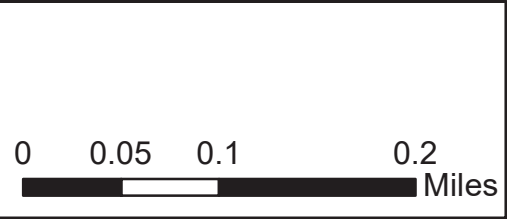


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HF OpenStreetMap contributors

Attachment 7 Priority East of I-880: Q19003 to M20015

USD Irvington Basin Sanitary Sewer
RCP Rehabilitation Project

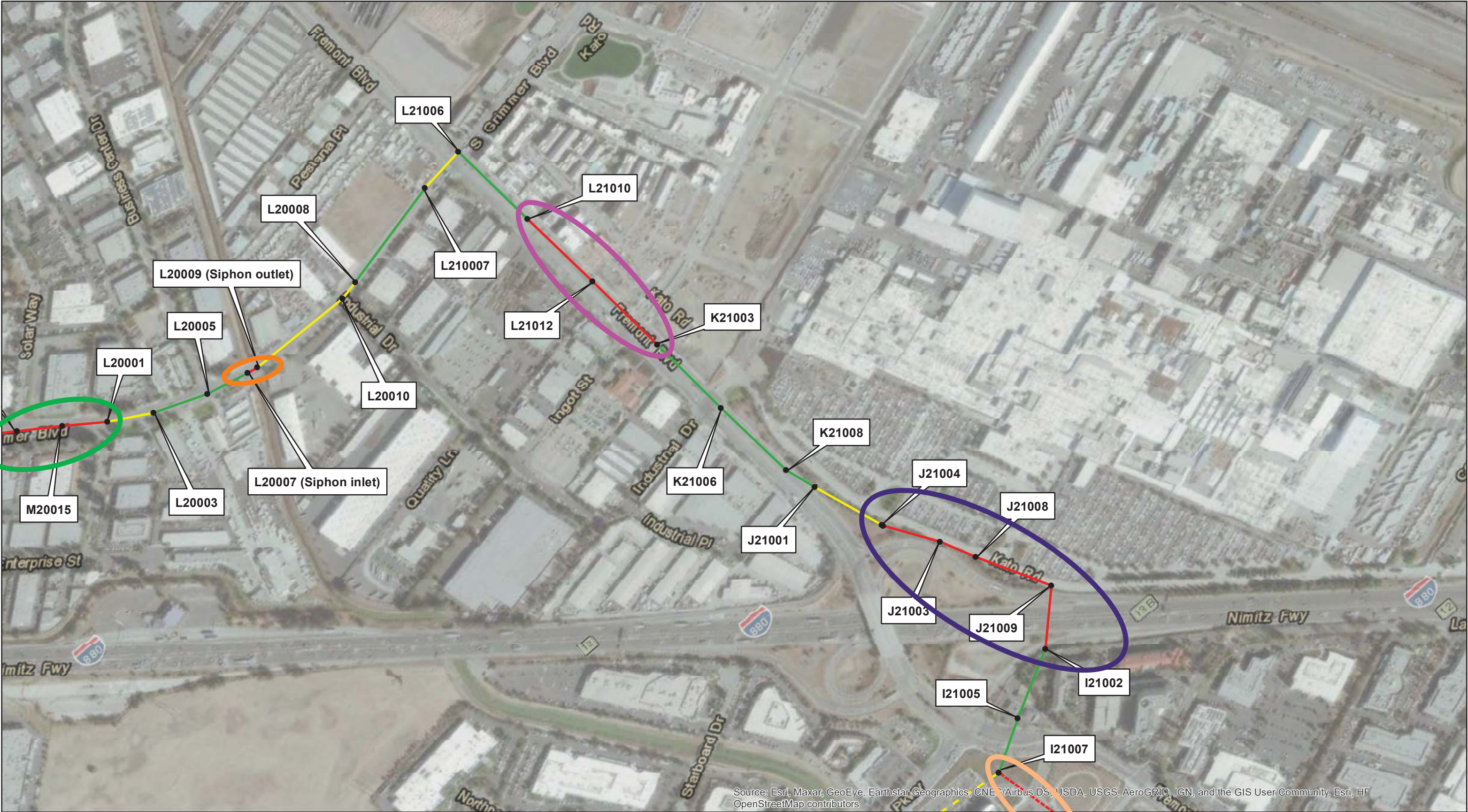
Legend	Manholes	Alignment 1	Alignment 2	Alignment 3
	●	— Long-Term	— Long-Term	— Long-Term
		— Mid-Term	— Mid-Term	— Near-Term
		— Near-Term	— Near-Term	



Project #: 0011758.00
Map Created: November 2020

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. Data Sources:

Figure Exported: 1/28/2021 By: apdavis Using: \\woodardcurran.net\shared\Projects\RWC\RWC0067 Union Sanitary District\0011758.00 USD Irvington Basin Sanitary Sewer RCP Rehabilitation Project - East of I-880 - M20015 to I21007.mxd



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HF OpenStreetMap contributors

Attachment 8

Priority East of I-880: M20015 to I21007

USD Irvington Basin Sanitary Sewer RCP Rehabilitation Project

Legend	Manholes	Alignment 1	Alignment 2	Alignment 3
	•	— Long-Term	— Long-Term	— Long-Term
		— Mid-Term	— Mid-Term	— Near-Term
		— Near-Term	— Near-Term	

Project #: 0011758.00
Map Created: November 2020

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk. Data Sources:

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Consider a Resolution to Accept a Sanitary Sewer Easement, Quitclaim Two Sanitary Sewer Easements and Quitclaim Part of a Sanitary Sewer Easement for Tract 8314 – Palm Avenue Property, Located near Tangelo Court and San Marco Avenue, in the City of Fremont (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach
Rod Schurman, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to accept a sanitary sewer easement, quitclaim two sanitary sewer easements, and quitclaim part of a sanitary sewer easement for Tract 8314 – Palm Avenue Property, located near Tangelo Court and San Marco Avenue, in the City of Fremont.

Discussion

The developer, Tri Pointe Homes, Inc., is constructing a residential development consisting of 31 single-family residences for Tract 8314, located south of the intersection of Tangelo Court and San Marco Avenue, in the city of Fremont. A vicinity map is attached.

USD has an existing 8-inch sewer within a 10-foot wide and two 15-foot wide sanitary sewer easements. The alignment of the 8-inch sanitary sewer and corresponding easements conflicted with the proposed streets and parcel layout of the development, and as such, Tri Pointe Homes, Inc., was required to relocate the existing sewer main. As a result, Tri Pointe Homes, Inc. was also required to grant a new easement to the District, while the District would quitclaim two sanitary sewer easements and quitclaim part of another sanitary sewer easement.

The new sewer main is now located in Majestic Palm Avenue and Areca Palm Street, which are new public streets in the development, and it discharges to the existing 8-inch sewer main in Tangelo Court. Additionally, the existing 10-foot wide easement was replaced with a 15-foot wide easement where a new drop-manhole was installed in a narrow parcel between I-680 and Majestic Palm Avenue to lower the sewer below a new water main and storm drain.

Legal descriptions and plat maps have been prepared for the existing easements to be quitclaimed and the grant of easement. District staff has reviewed the documents and recommends approval.

Background

None.

Previous Board Action

None.

PRE/SEG/RA/RS:mb

Attachments: Vicinity Map

Resolution Accepting Grant of Easement









GoE Recording Request with Certificate of Acceptance

Grant of Easement with Exhibits A and B








Quitclaim Deed with Exhibits C, D, E, F, G & H



LEGEND







-  Drop Manhole, New
-  End Cap
-  Junction Structure
-  Lamphole
-  Lift Station
-  Manhole
-  New Manhole
-  Riser

Sewer Mains

-  New Sewer Main
-  Abandoned Sewer Main
-  Forcemain
-  Gravity Main
-  Overflow Main
-  Siphon
-  Trunk Main

Union Pacific, Other

BART/MTA

-  Parcels
-  Public Right of Way
-  EVA Right of Way Easement
-  New Sewer Easement (SSE)
-  Existing SSE
-  SSE to be Quitclaimed

Key Legend

- (1) Abandoned 8" Sewer Main
- (2) New 15' x 25' Sanitary Sewer Easement (SSE)
- (3) Existing EVA Easement, Quitclaimed by City
- (4) Existing 10' SSE Being Quitclaimed
- (5) Existing 15' SSE #1 Being Quitclaimed
- (6) Existing 15' SSE #2, Portion Being Quitclaimed
- (7) Existing 15' SSE #2, Portion Remaining

145.8 0 72.92 145.8 Feet

1: 1,750

Printed: 1/28/2021 5:22:54 AM



For USD use only

The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.

Notes

RESOLUTION NO. _____

ACCEPT A SANITARY SEWER EASEMENT, QUITCLAIM TWO SANITARY SEWER EASEMENTS AND QUITCLAIM PART OF A SANITARY SEWER EASEMENT FOR TRACT 8314 – PALM AVENUE PROPERTY, LOCATED NEAR TANGELO COURT AND SAN MARCO AVENUE, IN THE CITY OF FREMONT, CALIFORNIA

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, as follows:

1. The Board hereby accepts the Grant of Easement from TRI POINTE HOMES, INC., executed on October 23, 2019, as described in the Grant of Easement for Sanitary Sewer Purposes, and by the legal description and plat map, attached as Exhibit A and Exhibit B, respectively.
2. The Board hereby quitclaims its interest in a ten-foot wide sanitary sewer easement, a fifteen-foot wide sanitary sewer easement and part of a fifteen-foot wide sanitary sewer easement in Tract 8314 in the city of Fremont, as described in the Quitclaim Deed and by the legal descriptions and plat maps attached as Exhibits C, D, E, F, G and H.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on February 22, 2021:

AYES:

NOES:

ABSENT:

ABSTAIN:

TOM HANDLEY
President, Board of Directors
Union Sanitary District

Attest:

ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

TRI POINTE HOMES, INC.

AND

UNION SANITARY DISTRICT

Effective Date: February 22, 2021

CERTIFICATE OF ACCEPTANCE

(Grant of Easement)

This is to certify that the interest in real property conveyed by the Grant of Easement for Sanitary Sewer Purposes, dated October 23, 2019, from TRI POINTE HOMES, INC., to UNION SANITARY DISTRICT, an independent special district ("**District**"), is hereby accepted by the undersigned officer or agent on behalf of the District pursuant to authority conferred by Resolution No. _____, dated February 22, 2021, and the District consents to recordation thereof by its duly authorized officer.

Date: _____, 2021

District

UNION SANITARY DISTRICT

Paul R. Eldredge, General Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda) ss

On _____, 2021, before me, Regina Dyan McEvoy
(Name of Notary)

notary public, personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Signature)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508
Attention: Board Clerk

(ABOVE LINE FOR RECORDER'S USE ONLY)

Exempt from Recording Fee
Per Gov't Code section 27383

GRANT OF SANITARY SEWER EASEMENT

This Grant of Sanitary Sewer Easement (the "**Agreement**") is made and entered into as of October 23, 2019 ("**Effective Date**"), by and between TRI POINTE HOMES, INC., a public company, ("**Grantor**") and UNION SANITARY DISTRICT, a sanitary district organized under the laws of the State of California ("**Grantee**"). Grantor and Grantee may each be referred to as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Grantor is the fee owner of that certain real property located 750 feet north of Palm Avenue and north of Interstate I-680 in the City of Fremont, County of Alameda, State of California, identified as Tract 8314 (tract map recorded March 29, 2018 as document number 2018-063519, formerly Alameda County Assessor Parcel Numbers 513-0472-008-04 and 510-0473-012-09), and more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference ("**Grantor Property**").

B. Union Sanitary District ("**USD**") desires to obtain an easement over a portion of the Grantor Property for a sanitary sewer pipe and related appurtenances in order to effectuate the development of single-family residences and common areas.

C. The Parties enter into this Agreement to provide USD with a recorded easement for a sanitary sewer pipe and any related appurtenances and for ingress to and egress from the easement area and over Grantor Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Sanitary Sewer Easement. Grantor hereby grants and dedicates to Grantee a non-exclusive perpetual easement in, over, under, and upon that certain real property described and depicted in Exhibit B ("**Easement Area**"), together with the perpetual right of ingress to and egress from the Easement Area, for sanitary sewer purposes, including the rights

to access, excavate, install, replace, repair, reconstruct, upgrade, and maintain sanitary sewer pipes and facilities located within the Easement Area.

2. Limitation on Improvements; Landscaping. Grantor covenants and agree to keep the Easement Area free and clear of buildings, trees, or structures of any kind, except for low level landscaping, legal fences, and ground surfacing such as gravel, brick, unreinforced concrete, stone and asphalt.

3. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties relating to the rights herein granted and the obligations herein set forth. Any prior, contemporaneous, or subsequent written or oral representations and modifications concerning this Agreement shall be of no force or effect. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

5. Recitals; Exhibits. The Recitals above and Exhibits attached hereto are incorporated herein by reference.

6. Covenants Running with the Land. Grantor Property is to be burdened by, and Grantee is to be benefited by, the provisions of this Agreement, and such property is to be benefited and burdened, as applicable by the covenants in this Agreement and is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing limitations, restrictions, easements, covenants, obligations and conditions. All provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor Property and all parties having or acquiring any right, title, or interest in Grantor Property and shall be binding upon and inure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

TRI POINTE HOMES, INC.

By: _____

Name: MICHAEL S. BOWES

Its: ASST. SECRETARY

(signature must be notarized)

GRANTEE:

UNION SANITARY DISTRICT

By: _____

Name: Paul R. Eldredge

Its: General Manager

(signature must be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

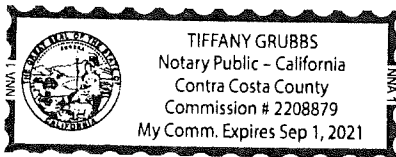
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)

On October 23, 2019 before me, Tiffany Grubbs, Notary Public ,
Date Name and Title of Officer
 personally appeared Michael S. Bowes ,
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Tiffany Grubbs
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

15.00' WIDE SANITARY SEWER EASEMENT

Real property situate in the City of Fremont, County of Alameda, State of California described as follows:

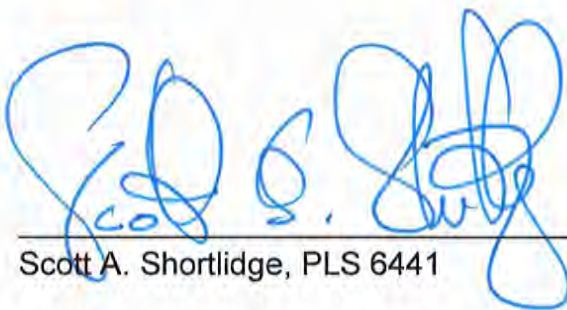
Being a portion of Lot D as said lot is shown on the subdivision map entitled "TRACT 8314 PALM AVENUE" filed in Book 353 of Maps at Page 37, Alameda County Records and more particularly described as follows:

Commencing at the south corner of said Lot D; thence along the southeasterly line of said Lot D North 57°02'35" East 308.36 feet to the **Point of Beginning**; thence across said Lot D North 36°38'14" West 24.88 feet to the northwesterly line of said Lot D; thence along last said line North 56°38'12" East 15.02 feet; thence across said Lot D South 36°38'14" East 24.99 feet to said southeasterly line of said Lot D; thence along last said line South 57°02'35" West 15.03 feet to the **Point of Beginning**.

Containing 374 square feet, more or less.

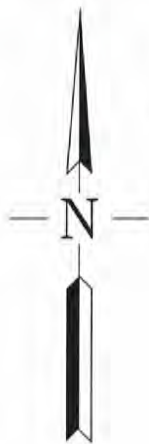
END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

 8-20-19

Scott A. Shortlidge, PLS 6441 Date





0 60 120

(IN FEET)
1 inch = 60 ft.

CITY AND COUNTY OF SAN FRANCISCO
WATER DEPARTMENT

N07°05'36"W 596.14'

P.O.C.

TRACT 8314
353 M 37

MAJESTIC PALM AVENUE

N56°38'12"E 869.34'

LOT D
INTERSTATE 680

308.36'
N57°02'35"E 338.54'

P.O.B.

DESCRIBED AREA
374 SF

N56°37'52"E

542.03'

TRACT 8126
N33°27'15"W 124.74'



LEGEND

P.O.B.
P.O.C.

POINT OF BEGINNING
POINT OF COMMENCEMENT
PROPERTY LINE
BOUNDARY LINE
SF
EASEMENT AREA

LINE TABLE

LINE	BEARING	DISTANCE
L1	N36°38'14"W	24.88'
L2	N56°38'12"E	15.02'
L3	S36°38'14"E	24.99'
L4	S57°02'35"W	15.03'

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
PORTION LOT D (353 M 37)

CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

G:\JOB2015\151076TP\MAPPING\PLATS\SSR FOR LOT D.DWG 4/25/2019 8:40:18 AM

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=60'

DATE:
4-24-2019

JOB NO.:
151076TP

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

QUITCLAIM DEED – EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, UNION SANITARY DISTRICT, a public sanitary district, does hereby REMISE, RELEASE AND QUITCLAIM to TRI POINTE HOMES, INC., and its successors, and assigns the real property in the City of FREMONT, County of ALAMEDA, State of CALIFORNIA, described as follows:

One sanitary sewer easement, ten feet in width, granted to the Union Sanitary District as described in that certain Grant of Easement recorded June 23, 1969, under Reel 2427 Image 381 of the Official Records of Alameda County, more particularly described in Exhibit C, and portrayed graphically in Exhibit D hereto.

One sanitary sewer easement, fifteen feet in width, granted to the Union Sanitary District as described in that certain Grant of Easement recorded October 1, 1993, under Document Number 93-349252 of the Official Records of Alameda County, more particularly described in Exhibit E, and portrayed graphically in Exhibit F hereto.

Part of one sanitary sewer easement, fifteen feet in width, granted to the Union Sanitary District as described in that certain Grant of Easement recorded October 1, 1993, under Document Number 93-349254 of the Official Records of Alameda County, more particularly described in Exhibit G, and portrayed graphically in Exhibit H hereto.

Date: _____, 2021.

TOM HANDLEY
President, Board of Directors
Union Sanitary District

EXHIBIT C
SANITARY SEWER EASEMENT QUITCLAIM
(REEL 2427 IMAGE 381)

Real property situate in the City of Fremont, County of Alameda, State of California described as follows:

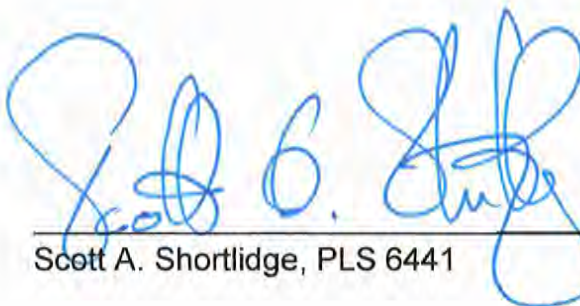
Being all of the Sanitary Sewer Easement being Parcel 4 as described in the Director's Deed to Union Sanitary District, recorded June 23, 1969 under Reel 2427 Image 381, Official Records of Alameda County, and more particularly described as follows:

Commencing at the south corner of said Lot D; thence along the southeasterly line of said Lot D North 57°02'35" East 313.54 feet to the **Point of Beginning**; thence along the southwesterly line of said easement North 32°57'35" West 60.00 feet to the north line of said easement; thence along last said line North 83°36'19" East 11.18 feet to the northeasterly line of said easement; thence along last said line South 32°57'35" East 55.00 feet to said southeasterly line of said Lot D; thence along last said line South 57°02'35" West 10.00 feet to the **Point of Beginning**.

Containing 575 square feet, more or less.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

 8-20-19

Scott A. Shortlidge, PLS 6441 Date



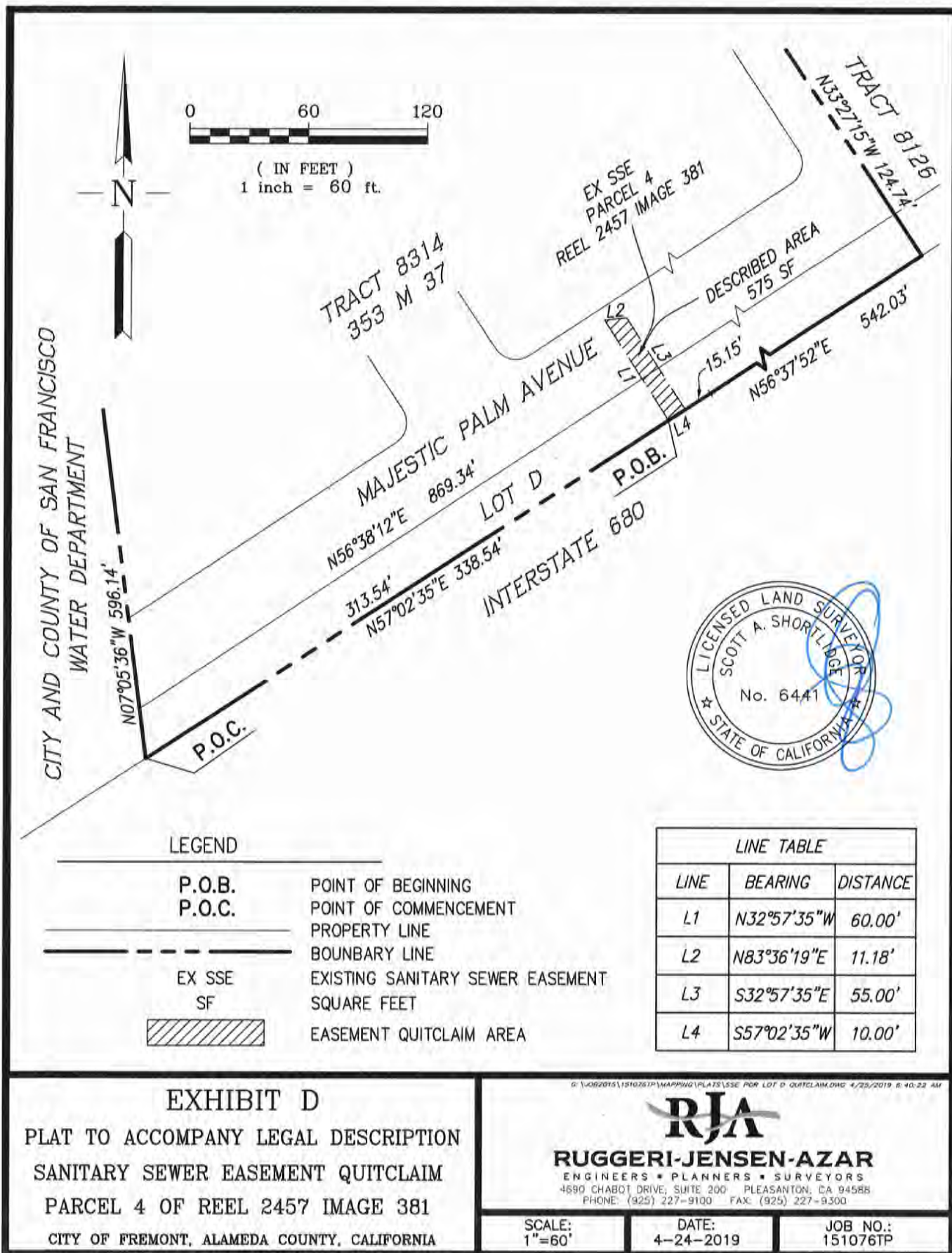


EXHIBIT D

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SANITARY SEWER EASEMENT QUITCLAIM

PARCEL 4 OF REEL 2457 IMAGE 381

CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

G:\062015\151076TP\MAPPING\PLATS\SSE FOR LOT D QUITCLAIM.DWG 4/23/2019 8:40:22 AM

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1"=60'	DATE: 4-24-2019	JOB NO.: 151076TP
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Original Map may be found at USD, 5072 Benson Rd., Union City, CA 94587

EXHIBIT E
SANITARY SEWER EASEMENT QUITCLAIM
(93-349252)

Real property situate in the City of Fremont, County of Alameda, State of California described as follows:

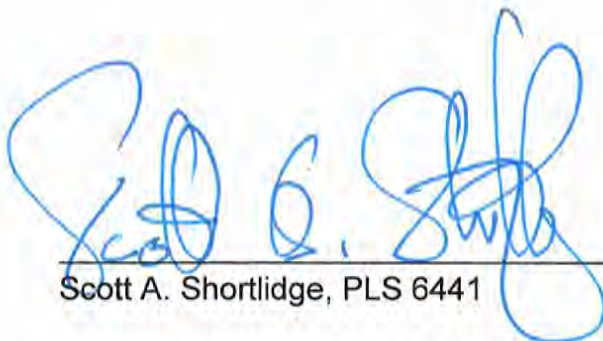
Being all of the 15 foot wide Sanitary Sewer Easement as described in the Grant of Easement for Sanitary Sewer Purposes recorded under Document Number 93-349252, Official Records of Alameda County, and more particularly described as follows:

Beginning northwest corner of said easement; thence North 82°54'24" East 15.00 feet to the northeasterly corner of said easement; thence South 07°03'14" East 95.00 feet to the southeasterly corner of said easement; thence South 82°54'24" West 15.00 feet to the southwesterly corner of said easement; thence North 07°03'14" East 95.00 feet to the **Point of Beginning**.

Containing 1,425 square feet, more or less.

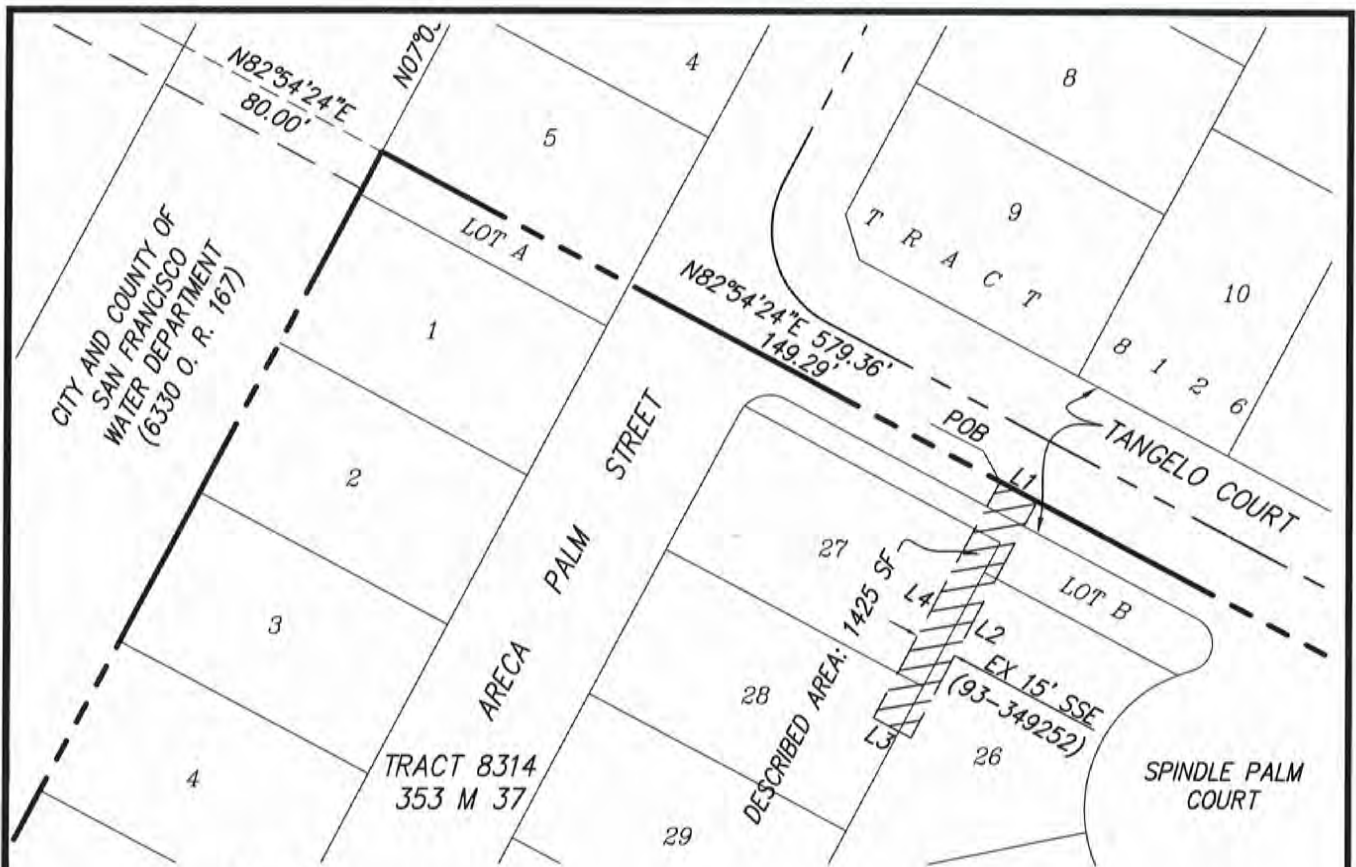
END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

 8-20-19

Scott A. Shortlidge, PLS 6441 Date





LEGEND

P.O.B.
P.O.C.

POINT OF BEGINNING
POINT OF COMMENCEMENT
PROPERTY LINE
BOUNDARY LINE
EXISTING SANITARY SEWER EASEMENT
SQUARE FEET
EASEMENT AREA

EX SSE
SF

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°54'24"E	15.00'
L2	S07°03'14"E	95.00'
L3	S82°54'24"W	15.00'
L4	N07°03'14"W	95.00'

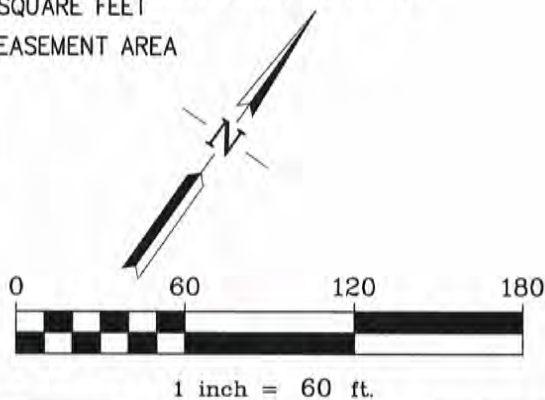


EXHIBIT F
PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT QUITCLAIM
(93-349252)
 CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

G:\JOB2015\151076TP\MAPPING\PLATS\SSE QUITCLAIM FOR 93-349252.DWG 4/25/2019 6:40:30 AM

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=60'

DATE:
4-24-2019

JOB NO.:
151076TP

Original Map may be found at USD, 5072 Benson Rd., Union City, CA 94587

EXHIBIT G
SANITARY SEWER EASEMENT QUITCLAIM
(93-349254)

Real property situate in the City of Fremont, County of Alameda, State of California described as follows:

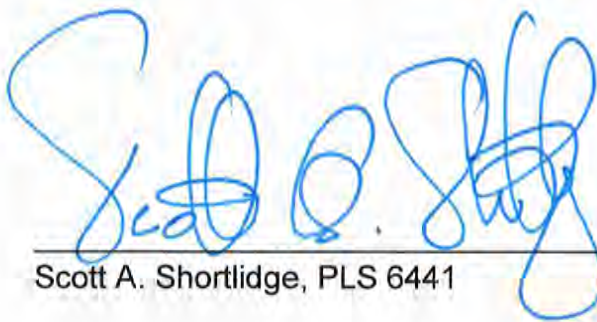
Being a portion of the sanitary sewer easement as described in the Grant of Easement for Sanitary Sewer Purposes recorded under Document Number 93-349254, Official Records of Alameda County, and more particularly described as follows:

Beginning at the northeast corner of Lot A as said lot is shown on the subdivision map entitled "TRACT 8314 PALM AVENUE" filed in Book 353, at Page 37, Records of Alameda County, said corner being on the north line of said easement; thence along the northeasterly line of said easement North 82°54'24" East 149.29 feet to the northeasterly corner of said easement; thence along the southeast line of said easement South 07°03'14" West 15.00 feet to the southeasterly corner of said easement; thence along the southwesterly line of said easement South 82°54'24" West 149.28 feet to the southeasterly line of said Lot A; thence along last said line North 07°03'14" West 15.00 feet to the **Point of Beginning**.

Containing 2,239 square feet, more or less.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:

 8-20-19

Scott A. Shortlidge, PLS 6441 Date





LEGEND

P.O.B.

POINT OF BEGINNING
PROPERTY LINE
BOUNDARY LINE

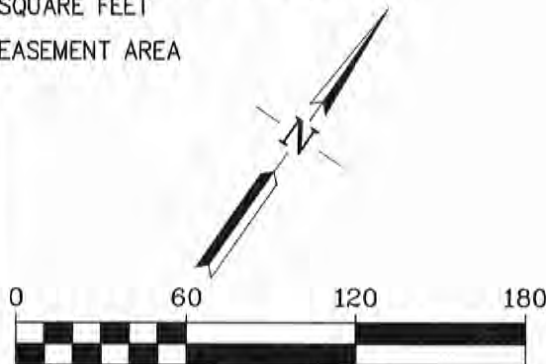
EX SSE
SF

EXISTING SANITARY SEWER EASEMENT
SQUARE FEET
EASEMENT AREA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N82°54'24"E	149.29'
L2	S07°03'14"E	15.00'
L3	S82°54'24"W	149.28'
L4	N07°05'36"W	15.00'



1 inch = 60 ft.



EXHIBIT H

PLAT TO ACCOMPANY LEGAL DESCRIPTION
SANITARY SEWER EASEMENT QUITCLAIM
PORTION (93-349254)

CITY OF FREMONT, ALAMEDA COUNTY, CALIFORNIA

G:\JOB2015\151076TP\MAPPING\PLATS\SSSE QUITCLAIM PORT. 93-349254.DWG 4/25/2019 9:40:13 AM

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=60'

DATE:
4-24-2019

JOB NO.:
151076TP

Original Map may be found at USD, 5072 Benson Rd., Union City, CA 94587

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Review and Consider Approval of Policy No. 5160, Legal Defense for Violation of Environmental Laws, and Rescind Resolution No. 2351.1, Providing for Defense of Criminal or Civil Action or Proceeding for Union Sanitary District Employees and Elected Officials Charged with a Violation of Certain Environmental Law *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen W. Murphy, General Counsel
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Approve Policy 5160, Legal Defense for Violation of Environmental Laws, and Rescind Resolution No. 2351.1, Providing for Defense of a Criminal or Civil Action or Proceeding for District Employees and Elected Officials Charged with a Violation of Certain Environmental Laws

Discussion

Staff has reviewed Policy 5160, Legal Defense of Violation of Environmental Laws, and determined that a number of revisions are required to be consistent with state law. In addition, staff has reviewed Resolution 2351.1, Providing for Defense of a Criminal or Civil Action or Proceeding for District Employees and Elected Officials Charged with a Violation of Certain Environmental Laws, and determined that it is duplicative of Policy 5160, and can be rescinded.

State law governs the obligations of a public entity in its defense of public employees, as set forth in California Government Code Sections 995 to 996.6, which are attached for reference. In summary, public entities must defend public employees in any civil action or proceeding

brought on account of an act or omission in their scope of employment, subject to certain exceptions. (Government Code 995, 995.2.) With respect to criminal actions or proceedings, a public entity may provide a defense if certain criteria are met. (Government Code 995.8.)

Resolution 2351.1 was originally adopted in 2002, and modified in 2008, regarding the District's defense of public employees alleged to have violated an environmental law. The resolution, which is attached, states that the District will provide for the defense of an employee subject to review of three conditions. Policy 5160, which was adopted in 2008 and reviewed in 2013, sets forth more detailed criteria for review of those three conditions, with the Board as the ultimate decision-maker as to whether a defense would be provided. These conditions are consistent with those required for a public entity to provide a defense of a criminal action pursuant to Government Code section 995.8. However, as noted above, the defense of a civil action is subject to a different standard.

Therefore, the main change proposed to Policy No. 5160 is to distinguish between civil and criminal actions. A new section on Civil Actions was added. This section follows the statutory requirements set forth in Government Code sections 995 and 995.2 and states that the District will provide a defense of a civil action or proceeding unless certain specified criteria are met. Policy No. 5160 was further amended to provide that the previous criteria for determining defense of an action only apply to criminal actions or proceedings, consistent with state law. Further, proposed Policy No. 5160 confirms that the Government Code will prevail in the event of any inconsistency, which would include any future amendments to the Government Code. Lastly, staff made a number of non-substantive clean-up revisions.

In addition, staff is recommending the rescission on Resolution 2351.1. Policy No. 5160 provides similar information as Resolution 2351.1 in more detail as to implementation. Therefore, Resolution 2351.1 is not necessary and its presence in the record could create confusion. Further, it would need to be amended along with Policy No. 5160 to ensure consistency. Having one operative document, Policy No. 5160, on legal defense of environmental laws, streamlines the record and eliminates confusion and potential inconsistencies.

Previous Board Action

August 23, 2013 – Approved Policy No. 5160, Legal Defense for Violation of Environmental Laws

July 28, 2008 – Adopted Amended Resolution No. 2351.1, Providing for Defense of a Criminal or Civil Action or Proceeding for District Employees and Elected Officials Charged with a Violation of Certain Environmental Laws; and Approved Policy No. 5160, Legal Defense for Violation of Environmental Laws

March 22, 2002 – Adopted Resolution No. 2351, Providing for Defense of a Criminal Action or Proceeding for District Employees and Elected Officials Charged with a Violation of Certain Environmental Laws

Attachments

Updated Policy No. 5160

Redlined Version of Policy No. 5160

Resolution No. 2351.1

California Government Code Sections 995 to 996.6

Union Sanitary District Policy

Effective: 02/22/2021	Legal Defense for Violation of Environmental Laws	Policy Number 5160 Page 1 of 3
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Policy

Union Sanitary District will provide for the civil or criminal defense of any Union Sanitary District employee or former employee or Union Sanitary District elected official or former elected official charged with a violation of Environmental Law, provided that the conditions set forth in this Policy are met.

Purpose

To ensure that employees and elected officials of Union Sanitary District are provided a defense for actions or proceeding arising out of the alleged violation of an Environmental Law.

Definitions

Environmental Law	Any local, state or federal law or Regulation that seek to protect public health and safety by regulation of environmental pollution, including without limitation, the Clean Water Act, 33 USCA 1251 et seq.
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Procedure

California Government Code Section 995 *et seq.* governs the defense of public employees and officials. In the event of any inconsistency between Government Code Section 995 *et seq.*, as may be amended from time to time, and this Policy, the Government Code shall prevail.

Civil Action

Pursuant to Government Code section 995.2, in the event that a current or former employee or elected official of the District is subject to a civil action or proceeding for an alleged violation of an Environmental Law on account of an act or omission in his or her scope of employment of the District, the District shall provide for the defense of such action, unless the District determines any of the following:

- *The act or omission was not within the scope of his or her employment.*
- *He or she acted or failed to act because of actual fraud, corruption, or actual malice.*

- *The defense of the action or proceeding by the District would create a specific conflict of interest between the District and the current or former employee or elected official . For the purposes of this section, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the District.*

If a current or former employee or elected official requests in writing that the District, through its designated legal counsel, provide for a defense, the District shall, within 20 days, inform the current or former employee or elected official whether it will or will not provide a defense, and the reason for the refusal to provide a defense. If an actual and specific conflict of interest becomes apparent subsequent to the 20-day period following the written request for defense, nothing shall prevent the District from refusing to provide further defense to current or former employee or elected official. In such event, the District shall inform the employee of the reason for the refusal to provide further defense.

Criminal Action

As permitted by Government Code Section 995.8, in the event that a current or former employee or elected official of the District is subject to a criminal action or proceeding for an alleged violation of an Environmental Law, the following criteria will be used to evaluate whether it is appropriate for the District to provide for the defense of the employee(s) or elected official(s). All of the following conditions must be met.

- *The criminal action or proceeding is brought on account of an act or omission in the scope of their status as an employee or Director of the Union Sanitary District.*
 - Under the direction of the General Manager, staff, in consultation with District Counsel, will review the documentation containing the criminal action or proceeding to ascertain if the alleged misconduct arises out of the scope of status or employment with the District. The objective standard will be a review of the job description and duties contained therein relating to the defendant. Also reviewed will be any direction or job assignment provided to the defendant by management concerning the criminal action or proceeding. After reviewing the information, the General Manager shall make the preliminary determination of whether the act or omission was in the scope of his or her status or employment.
- *The District determines that the employee or former employee, elected official or former elected official acted or failed to act in good faith, without actual malice, and in the apparent interests of the District.*
 - Under the direction of the General Manager, staff, in consultation with District Counsel, will conduct an investigation of the acts alleged. The results of the investigation must clearly show that the actions or inactions

were without malicious intent and were intended to promote the interests of the District. The interests of the District shall be those that advance the principles contained in the Mission Statement of the District. After reviewing the information, the General Manager shall make the preliminary determination of whether the act or omission alleged was without actual malice and in the apparent interests of the District.

- *The District determines that such defense would be in the best interests of the District.*
 - Under the direction of the General Manager and in consultation with District Counsel, staff will assess whether providing a criminal defense will pose a risk to the fiduciary and stewardship responsibilities of the District. After such assessment, the General Manager shall make the preliminary determination of whether providing a defense is in the best interests of the District. The District reserves the right to select legal counsel.

The General Manager will present his or her findings to the Board of Directors, who in consultation with Legal Counsel, will make the final determination of whether to provide a criminal defense for an alleged violation of an Environmental Law.

Management Responsibility

The General Manager will comply with the provisions of this Policy in determining whether to provide a defense for any alleged violation of an Environmental Law.

Supersedes Policy Dated: August 26, 2013

Approved by: Board of Directors
Reviewed by: General Manager
Notify Person: General Manager
Revision frequency: 5 years
Next Review: February 2026

Union Sanitary District
Policy ~~and Procedure Manual~~

Effective: <u>02/22/2021</u> 08/26/13	Legal Defense for Violation of Environmental Laws	Policy Number 5160 Page 1 of 2
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Policy

Union Sanitary District will provide for the civil or criminal defense of any ~~current, former, or future~~ Union Sanitary District employee or former employee or ~~current, former, or future~~ Union Sanitary District elected official or former elected official charged with a violation of Environmental Law, provided that the conditions ~~listed below~~ set forth in this Policy are met.

Purpose

To ensure that ~~staff~~ employees and elected officials of Union Sanitary District are provided a defense for ~~accidentally or unknowingly~~ actions or proceeding arising out of the alleged violation ~~on of~~ an Environmental ~~L~~aws.

Definitions

Environmental Law	In general, Any local, s State or f Federal L aws or Regulation s that seek to protect public health and safety by regulation of environmental pollution, <u>including without limitation, the Clean Water Act, 33 USCA 1251 et seq.</u>
-------------------	--

Procedure:

California Government Code Section 995 et seq. governs the defense of public employees and officials. In the event of any inconsistency between Government Code Section 995 et seq., as may be amended from time to time, and this Policy, the Government Code shall prevail.

Civil Action

Pursuant to Government Code section 995.2, in the event that a current or former employee or elected official of the District is subject to a civil action or proceeding for an alleged violation of an Environmental Law on account of an act or omission in his or her scope of employment of the District, the District shall provide for the defense of such action, unless the District determines any of the following:

- The act or omission was not within the scope of his or her employment.
- He or she acted or failed to act because of actual fraud, corruption, or actual malice.
- The defense of the action or proceeding by the District would create a specific conflict of interest between the District and the current or former employee or elected official . For the purposes of this section, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the District.

If a current or former employee or elected official requests in writing that the District, through its designated legal counsel, provide for a defense, the District shall, within 20 days, inform the current or former employee or elected official whether it will or will not provide a defense, and the reason for the refusal to provide a defense. If an actual and specific conflict of interest becomes apparent subsequent to the 20-day period following the written request for defense, nothing shall prevent the District from refusing to provide further defense to current or former employee or elected official. In such event, the District shall inform the employee of the reason for the refusal to provide further defense.

Criminal Action

As permitted by Government Code Section 995.8, i~~n~~n the event that a current or former employee or elected official of the District is subject to a criminal action or proceeding for an ~~alleged to have violated~~violation of an Environmental Law, the following criteria will be used to evaluate whether it is appropriate for the District to provide for the ~~civil or criminal~~ defense of the employee(s) or elected official(s). ~~In accordance with Resolution 2351.1, a~~All of the following conditions must be met.

- ~~The civil or criminal action or proceeding is brought on account of an act or omission in the scope of their status as an employee or Director of the Union Sanitary District.~~—
 - Under the direction of the General Manager, staff, in consultation with District Counsel, will review the documentation containing the ~~civil or criminal~~ action or proceeding to ascertain if ~~the~~is alleged misconduct arises out of the scope of status or employment with the District. The objective standard will be a review of the job description and duties contained therein relating to the defendant. Also reviewed will be any direction or job assignment provided to the defendant by management concerning the ~~civil or criminal~~ action or proceeding. After reviewing the information, the General Manager shall make the preliminary determination of whether the act or omission was in the scope of ~~their~~his or her status or employment.

- *The District determines that the employee or former employee, elected official or former elected official acted or failed to act ~~-in~~ good faith, without actual malice, and in the apparent interests of the District. ~~—~~*
 - Under the direction of the General Manager, staff, in consultation with District Counsel, will conduct an investigation of the acts alleged. The results of the investigation must clearly show that the actions or inactions were without malicious intent and were intended to promote the ~~best~~ interests of the District. The ~~best~~-interests of the District shall be those that advance the principles contained in the Mission Statement of the District. After reviewing the information, the General Manager shall make the preliminary determination of whether the act or omission alleged was without actual malice and in the apparent ~~best~~-interests of the District.
- *The District determines that such defense would be in the best interests of the District. ~~—~~*
 - Under the direction of the General Manager and in consultation with District Counsel, staff, ~~in consultation with District Counsel~~, will assess whether providing a ~~civil or~~ criminal defense will pose a risk to the fiduciary and stewardship responsibilities of the District. After such assessment, the General Manager shall make the preliminary determination of whether providing a defense is in the best interests of the District. The District reserves the right to select legal counsel.

The General Manager will present his or her findings to the Board of Directors, who in consultation with Legal Counsel, will make the final determination of whether to provide a criminal defense for an alleged violation of an Environmental Law.

Management Responsibility

The General Manager will ~~present his/her~~their findings to the Board of Directors, who in ~~consultation with Legal Counsel, will make the final determination for providing~~comply with the provisions of this Policy in determining whether to provide a ~~civil or criminal~~ defense for any alleged violation of ~~an E~~environmental Law.

Supersedes Policy Dated: ~~July 28, 2008~~August 26, 2013

Approved by: Board of Directors ~~082613~~—
 Reviewed by: ~~—~~General Manager
 Notify Person: General Manager
 Revision frequency: 5 years
 Next Review: ~~August 2018~~February 2026

RESOLUTION NO. 2351.1

**A RESOLUTION PROVIDING FOR DEFENSE OF A CRIMINAL OR CIVIL ACTION
OR PROCEEDING FOR UNION SANITARY DISTRICT
EMPLOYEES AND ELECTED OFFICIALS
CHARGED WITH A VIOLATION OF CERTAIN ENVIRONMENTAL LAW**

RESOLVED BY THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT, Alameda County, California, that:

WHEREAS, the Federal Water Pollution Control Act, popularly known as the "Clean Water Act", (the "Act" being 33 U.S. CA 1251 et seq.) contains criminal provisions to make it a felony for any person who: "negligently introduces into a sewer system or into a publicly owned treatment works any pollutant or ultra hazardous substance which such person knew or reasonably should have known could cause personal injury or property damage, or, other than in compliance with all applicable Federal, State, or local requirements or permits, which causes such treatment works to violate any effluent limitation or condition in any permit issued to the treatment works under Section 1342 of this title by the Administrator of State." Section 309 (c)(2)(B) provides stiffer penalties for knowing violations; and,

WHEREAS, the Act also contains provisions that include criminal penalties making it a felony to knowingly violate a term or condition of a NPDES permit, with each offense punishable by up to three years in jail, a fine of between \$5,000 and \$50,000 per day, or both (33 U.S. CA Sec. 1319 (c)(2)); and,

WHEREAS, any employee or elected official of a Publicly Owned Treatment Works (P.O.T.W.) could, while in the normal performance of his or her duties, accidentally or unknowingly violate provisions of the Clean Water Act and/or other State and Federal environmental regulations (herein, the "Environmental Laws"); and,

WHEREAS, such a violation, or allegation thereof, could result in a criminal or civil action or proceeding being brought against the employee or elected official; and,

WHEREAS, the risks of such legal action could be catastrophic to both the accused employee or elected official and the Union Sanitary District, and the costs of defense could quickly exceed the personal resources of any employee or elected official; and,

WHEREAS, the District is authorized, pursuant to Government Code Section 995.81 to provide for the defense of a criminal action or proceeding brought against one of its employees or its elected officials ("Directors"); and it is in the best interests of the District to support and protect all employees and elected officials performing their jobs while acting in good faith in the apparent interests of Union Sanitary District;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED AS FOLLOWS:

1. Union Sanitary District will provide for legal defense of any current, former or future Union Sanitary District employee or current, former or future elected official charged with a violation of Environmental Law, provided that the following conditions are met:
 - a. The criminal or civil action or proceeding is brought on account of an act or omission in the scope of their employment as an employee of the Union Sanitary District; and
 - b. The District determined that the employee or former employee, elected official or former elected official acted or failed to act in good faith, without actual malice, and in apparent interests of the Union Sanitary District; and
 - c. The District determines that such a defense would be in the best interests of the District.
2. This resolution shall become effective upon its adoption.

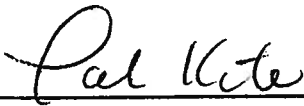
I certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of the Union Sanitary District of Alameda County, California, at a meeting thereof held on March 25, 2002, by the following vote of the members thereof:

AYES: Gacoscas, Handley, Kite, Lathi, Toy

NOES: ---


ABSENT: ---

ABSTAIN: ---



PAT KITE
President, Board of Directors
Union Sanitary District

ATTEST:



JENNIFER TOY
Secretary, Board of Directors
Union Sanitary District

GOVERNMENT CODE - GOV

TITLE 1. GENERAL [100 - 7914]

(Title 1 enacted by Stats. 1943, Ch. 134.)

DIVISION 3.6. CLAIMS AND ACTIONS AGAINST PUBLIC ENTITIES AND PUBLIC EMPLOYEES [810 - 998.3]

(Division 3.6 added by Stats. 1963, Ch. 1681.)

PART 7. DEFENSE OF PUBLIC EMPLOYEES [995 - 996.6]

(Part 7 added by Stats. 1963, Ch. 1683, Sec. 16.)

995.

Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

For the purposes of this part, a cross-action, counterclaim or cross-complaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

995.2.

(a) A public entity may refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the public entity determines any of the following:

(1) The act or omission was not within the scope of his or her employment.

(2) He or she acted or failed to act because of actual fraud, corruption, or actual malice.

(3) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee. For the purposes of this section, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the public entity.

(b) If an employee or former employee requests in writing that the public entity, through its designated legal counsel, provide for a defense, the public entity shall, within 20 days, inform the employee or former employee whether it will or will not provide a defense, and the reason for the refusal to provide a defense.

(c) If an actual and specific conflict of interest becomes apparent subsequent to the 20-day period following the employee's written request for defense, nothing herein shall prevent the public entity from refusing to provide further defense to the employee. The public entity shall inform the employee of the reason for the refusal to provide further defense.

(Amended by Stats. 1982, Ch. 1046, Sec. 1.)

995.3.

(a) If a state employee provides his or her own defense against an action brought for an alleged violation of Section 8547.3, and if it is established that no violation of Section 8547.3 occurred, the public entity shall reimburse the employee for any costs incurred in the defense.

(b) A public entity which does provide for the defense of a state employee charged with a violation of Section 8547.3 shall reserve all rights to be reimbursed for any costs incurred in that defense. If a state employee is found to have violated Section 8547.3, he or she is liable for all defense costs and shall reimburse the public entity for those costs.

(Amended by Stats. 1995, Ch. 277, Sec. 1. Effective January 1, 1996.)

995.4.

A public entity may, but is not required to, provide for the defense of:

(a) An action or proceeding brought by the public entity to remove, suspend or otherwise penalize its own employee or former employee, or an appeal to a court from an administrative proceeding by the public entity to remove, suspend or otherwise penalize its own employee or former employee.

(b) An action or proceeding brought by the public entity against its own employee or former employee as an individual and not in his official capacity, or an appeal therefrom.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

995.6.

A public entity is not required to provide for the defense of an administrative proceeding brought against an employee or former employee, but a public entity may provide for the defense of an administrative proceeding brought against an employee or former employee if:

(a) The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and

(b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

995.8.

A public entity is not required to provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee, but a public entity may provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to

3073, inclusive, of the Government Code) brought against an employee or former employee if:

(a) The criminal action or proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and

(b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

995.9.

Notwithstanding any other provision of law, upon a request made in writing to a public entity, the public entity may defend or indemnify or defend and indemnify any witness who has testified on behalf of the public entity in any criminal, civil, or administrative action. The decision of the public entity to defend or indemnify or defend and indemnify such a witness shall rest within the sound discretion of the public entity and may be based on any relevant factors, including, but not limited to, whether the provision of defense or indemnity would serve the public interest. The public entity may defend or indemnify or defend and indemnify the witness only if it is determined by the public entity that the action being brought against the witness is based directly upon the conduct which the public entity requested of the witness related to the witness' testimony or provision of evidence. The public entity has the discretion to provide a defense alone apart from indemnity, and the public entity may offer to defend or indemnify or defend and indemnify while reserving all rights to subsequently withdraw these offers upon reasonable notice.

Neither defense nor indemnification shall be provided if the testimony giving rise to the action against the witness was false in any material respect, or was otherwise not given by the witness with a good faith belief in its truth; nor shall representation or indemnification under this section be offered or promised unless the action has been commenced and the witness has requested the public entity to act for the witness' benefit under this section. The public entity shall not be liable for indemnification of a defendant witness for punitive damages awarded to the plaintiff in such an action. If the plaintiff prevails in a claim for punitive damages in an action defended at the expense of the public entity, the defendant shall be liable to the public entity for the full costs incurred by the public entity in providing representation to the defendant witness.

(Added by Stats. 1995, Ch. 799, Sec. 2. Effective January 1, 1996.)

996.

A public entity may provide for a defense pursuant to this part by its own attorney or by employing other counsel for this purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this part are proper charges against a public entity. A public entity has no right to recover such expenses from the employee or former employee defended.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

996.4.

If after request a public entity fails or refuses to provide an employee or former employee with a defense against a civil action or proceeding brought against him and the employee retains his own counsel to defend the action or proceeding, he is entitled to recover from the public entity such reasonable attorney's fees, costs and expenses as are necessarily incurred by him in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of his employment as an employee of the public entity, but he is not entitled to such reimbursement if the public entity establishes (a) that he acted or failed to act because of actual fraud, corruption or actual malice, or (b) that the action or proceeding is one described in Section 995.4.

Nothing in this section shall be construed to deprive an employee or former employee of the right to petition for a writ of mandate to compel the public entity or the governing body or an employee thereof to perform the duties imposed by this part.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

996.6.

The rights of an employee or former employee under this part are in addition to and not in lieu of any rights he may have under any contract or under any other enactment providing for his defense.

(Added by Stats. 1963, Ch. 1683, Sec. 16.)

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**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Authorize the General Manager to Execute Task Order No. 2 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project (*This is a motion item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Jacobs Engineering Group Inc. (Jacobs) in the amount of \$638,983 to provide design services for the Pump Stations Chemical System Improvements Project (Project).

Discussion

In Task Order No. 1, Jacobs provided predesign services for the Project that included an evaluation of the following scope items at the Newark Pump Station (PS) and the Irvington PS:

1. Newark PS and Irvington PS
 - a. Replacement of the existing odor control system.
 - b. Replacement of the chemical metering pumps and installation of variable frequency drives for the pumps.
 - c. Replacement of the chemical distribution piping system.
 - d. Replacement of the tank level instrumentation and control system.
 - e. Rehabilitation and recoating of the concrete at the chemical storage tank containment area.
2. Newark PS chemical storage tank replacement.

3. Irvington PS equalization storage piping modifications.
4. Irvington PS Effluent Valve Vault concrete repairs.

In January 2021, Jacobs completed the Basis of Design Report that will serve as the guiding document for the final design in Task Order No. 2. The primary focus of the Report was the evaluation of the new odor control systems at the Newark PS and the Irvington PS. The evaluation included the selection of biofilter as the odor control technology, analysis of the biofilter capacity and physical configuration, selection of the biofilter location on two space-restricted sites, routing of the new air ductwork and electrical ductbanks, and impact to existing equipment and underground utilities. The Report summarized the design criteria for the new odor control systems, chemical metering pumps, variable frequency drives, chemical distribution piping system, and the Irvington PS equalization piping modifications.

The purpose of Task Order No. 2 is to authorize Jacobs to provide final design and bid period services for the Project. In addition to the scope evaluated in Task Order No. 1, the Project will include the following items:

1. Replacement of the suction and discharge isolation gate valves and motorized actuators (total of 12) for the six wastewater pumps at Irvington PS.
2. Replacement of the three isolation gate valves and motorized actuators on the discharge header pipelines at Irvington PS.
3. Installation of solar panels recovered from the solar carport near Digester 7 at the Plant to the Fremont Lift Station and the Paseo Padre Lift Station. Jacobs will conduct a financial analysis for staff to determine if this scope will proceed further in the final design.
4. Relocation of the ferrous chloride injection ports into the twin force mains at the Irvington PS.
5. Repair of a cathodic protection cable on the buried steel force main pipeline located near the surge tower at the Newark PS.

Jacobs' scope of services and fees for Task Order No. 2 are summarized below:

Task No.	Task Description	Fee
1	Kick-Off Meeting	\$6,833
2	Detailed Design	\$311,911
3	Site Survey	\$15,280
4	Utility Survey	\$42,199
5	Geotechnical Investigation	\$46,967

Task No.	Task Description	Fee
6	Solar Panel Installation	\$85,704
7	Irvington Pump Station Valve Replacement	\$44,312
8	Cathodic Protection	\$4,321
9	Permitting Support	\$35,705
10	Bid Support	\$8,415
11	Information Review and Operations and Maintenance Hours Estimate	\$8,733
12	Project Management	\$28,603
	Total Not-to-Exceed Fee	\$638,983

The task order's not-to-exceed fee of \$638,983 is 10.3% of the preliminary construction estimate of \$6.2 million. For a project of this scope and size, staff expects the fee to be in the range of 9% to 11%. Staff believes the fee to be reasonable given the level of effort to design a variety of scope items at multiple locations. The design scope of services will also include field topographic surveying, potholing to verify location of underground utilities, geotechnical investigation, review of the Project in compliance with the California Environment Quality Act, and assistance with the Bay Area Air Quality Management District's permitting process for the odor control systems. As a comparison, the District completed the Chemical Tanks and Piping Replacement Project at the Plant in 2017. This project included similar civil, structural, mechanical, and electrical scope. The design fee was \$256,711, which was 11.5% of the final construction cost of \$2.23 million.

Staff anticipates Jacobs will complete the design of the Project by fall 2021 and the construction to begin by early 2022.

The total amounts for the Project's agreement with Jacobs is summarized in the table below:

Description	Amount
Task Order No. 1 – Predesign Services	\$98,675
Task Order No. 2 – Final Design Services	\$638,983
Total	\$737,658

Background

Pump Stations Chemical Systems

The existing chemical systems at the Newark PS and the Irvington PS were constructed in 1994 and 2003, respectively. The major components of each system consist of a chemical storage tank, chemical metering pumps, and chemical distribution piping located inside a concrete containment structure. The chemical distribution piping system extends to the wastewater discharge piping from the wastewater pumps.

The chemical system at Irvington PS stores and injects ferrous chloride into the force mains to reduce the generation of hydrogen sulfide from the wastewater during transport to the Plant. The chemical system at Newark PS serves as a backup system to inject ferrous chloride into the force mains in the event the chemical system at Irvington PS is taken out of service for maintenance purposes.

The chemical systems at both pump stations are at the end of their useful life, and staff identified the need to replace the systems to maintain reliability in injecting ferrous chloride into the force mains. The chemical storage tank located at the Irvington PS will not be replaced because it was replaced in 2014 and is in good condition.

Pump Stations Odor Control Systems

The existing odor control systems at both pump stations were constructed in the same years as the existing chemical systems. Both odor control systems have reached the end of their useful life. Before replacing the existing odor control systems, staff wanted to study the type of odors from the pump stations and identify alternative technologies to implement and reduce the potential for off-site odor impacts. Through a Request for Proposal process, the District hired Jacobs in 2019 to conduct the Newark and Irvington Pump Stations Odor Control Study (Study) to characterize odors from the pump stations, complete an air dispersion model to predict off-site impacts, and evaluate the available odor control technologies that use low or no chemicals with an emphasis on energy optimization, small footprints, and simple operation.

During the Study, Jacobs evaluated four viable odor control technologies that can effectively treat odors from the pump stations and reduce the off-site impacts: carbon media scrubber, engineered media biofilter, bio-trickling filter, and packed tower chemical scrubber. Staff and Jacobs evaluated each technology option based on capital costs, operation and maintenance costs, simplicity of operation, level of maintenance complexity, safety, ability to monitor performance, and several other non-economic factors. The Study concluded that the preferred technology option is biofilter with bio-trickling filter as the next option of choice. In Task Order No. 1, Jacobs completed further evaluation of the preferred technology option to determine the feasibility of the proposed locations at both pump station sites and the design criteria to take into the final design phase in Task Order No. 2.

The proposed locations of the new biofilter odor control systems for the two pump stations are shown in Figures 1 and 2. The existing chemical systems and odor control systems at both pump stations are shown in Figures 3 through 7.

Irvington PS Valve Replacement

There are six wastewater pumps at the Irvington PS, and each pump has a gate valve on the suction pipeline and a gate valve on the discharge pipeline. The pumps discharge wastewater into two header pipelines where the wastewater flows are combined before discharging into the twin force mains inside the Effluent Valve Vault. The two header pipelines include three gate valves that allow staff to change the pump operational mode depending on wet weather considerations and to isolate certain pumps for maintenance purposes. The valves are regularly exercised as part of the preventive maintenance program.

A few months ago, staff was unable to actuate the Pump No. 6 suction gate valve, which resulted in staff removing Pump No. 6 from service. Staff has also encountered issues with actuating several of the other gate valves. To avoid risking the gate valves being stuck in the fully- or partially closed position and not be able operate the pumps, staff has placed all the gate valves in the open position and will not actuate them again. The gate valves and actuators are close to 20 years old and are at or close to the end of their service life. Their replacement was likely to be included in the upcoming Irvington PS Pumps and VFDs project starting in Fiscal Year 2024 but will now be included in this Project. Figures 8 and 9 show the existing suction, discharge, and header pipeline gate valves and actuators.

Irvington PS Equalization Piping Modifications

Staff identified a need to better control the diversion of wastewater discharged from the Irvington PS to the Irvington equalization storage tanks during a significant wet weather event. The current method to divert wastewater to the Irvington equalization storage tanks is passive and requires the wastewater to rise close to the top of the Irvington surge tower where it would overflow into a large funnel and flow by pipe to storage. This situation typically indicates the pumped flows from the Irvington PS have exceeded the capacity of the force mains between Irvington and Newark.

During a significant wet weather event, plant staff needs to manage the influent wastewater flows from the three large regional pump stations as well as the effluent flows from the Final Effluent PS. Having the ability to divert wastewater sooner, at a much lower Irvington surge tower elevation, would help the plant staff better manage the influent and effluent flows and monitor the treatment processes. The Project will include the piping modifications to the existing discharge piping system from the Irvington PS that will allow for controlled fill of the equalization storage.

Irvington PS Effluent Valve Vault

The Irvington PS Effluent Valve Vault (Vault) is a below-grade reinforced concrete structure that contains the piping and valving system that distributes the pumped flows from the Irvington PS into the twin force mains. A condition assessment of the Vault's interior identified damaged concrete at several pipe supports, access hatch opening, access ladder support, and platforms. The recommended repairs will be included in the final design of the Project. The existing ferrous chloride injection ports into the force mains are also located in the Vault. The chemical is very corrosive and has caused some damage to the force main pipes at the injection ports. The maintenance staff made repairs to the force main pipe at one of the ports. The Project will include the repair of the other force main pipe and the relocation of the injection ports to eliminate the corrosion damage to the pipes. Figures 10 through 12 include photos of the damaged areas.

Solar Evaluation and Installation

The western portion of the solar carport facility at the Plant was removed to accommodate the construction of the new Primary Digester No. 7. This resulted in the removal of 195 solar panels which are currently stored in a storage container on site. The steel canopies at the Fremont Lift Station and the Paseo Padre Lift Station were constructed in 2017 to provide protection of the wastewater pumps from the elements. Some of the removed solar panels could potentially be installed on the roof of the canopies. However, before proceeding with the final design of the solar panel installation at both lift stations, Jacobs will conduct a financial analysis to calculate the payback period for the two solar panel systems. If the analysis determines the installation to be feasible, staff will proceed with the final design of this scope item and include it in the construction of the Project. Figures 13 and 14 show the canopies at the two lift stations.

Previous Board Action

July 27, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Jacobs in the amount of \$98,675 to provide predesign services for the Project.

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Attachments: Figure 1 – Newark PS Site Plan

Figure 2 – Irvington PS Site Plan

Figures 3 through 7 – Chemical and Odor Control Systems

Figures 8 and 9 - Irvington PS Suction, Discharge, and Header Pipeline Gate
Valves and Actuators

Figures 10 through 12 – Irvington PS Effluent Valve Vault Photos

Figures 13 and 14 – Steel Canopies at Fremont Lift Station and Paseo Padre Lift
Station

Task Order No. 2



Figure 1 - Newark Pump Station
Site Plan



Figure 2 - Irvington Pump Station
Site Plan



Figure 3 - Newark PS Chemical Storage Tank Located Within Containment Structure



Figure 4 - Newark PS Chemical Metering Pumps and Distribution Piping Located Within Containment Structure



Figure 5 - Irvington PS Odor Scrubber Located Within Containment Structure

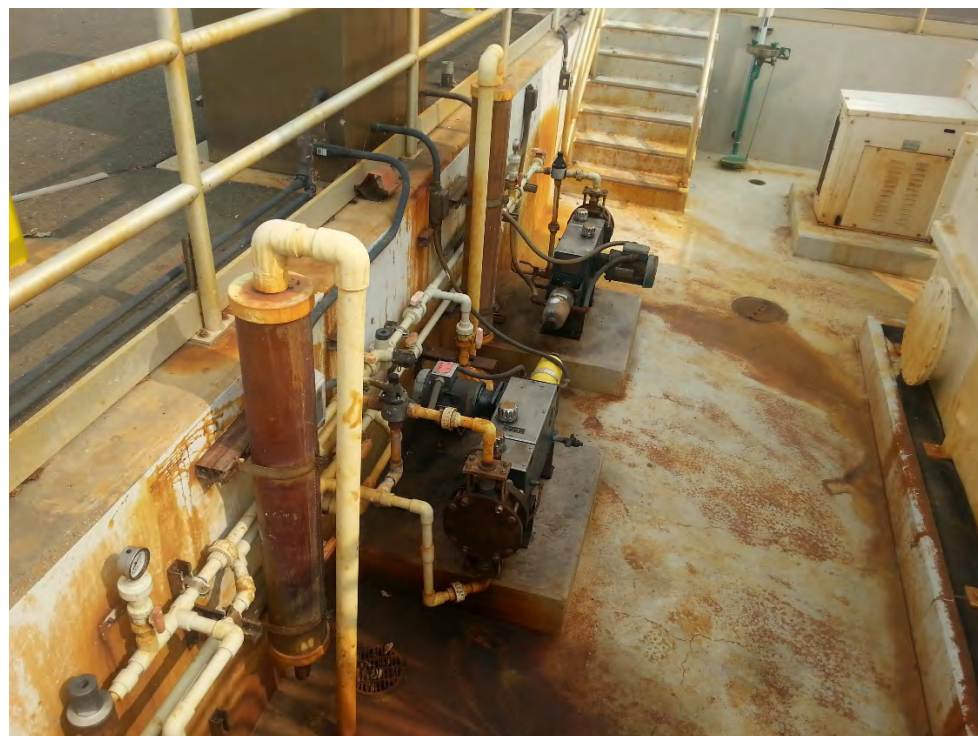


Figure 6 - Irvington PS Chemical Metering Pumps and Distribution Piping Located Within Containment Structure



Figure 7 - Irvington PS Odor Scrubber (Background, Left) and Effluent Valve Vault (Foreground)

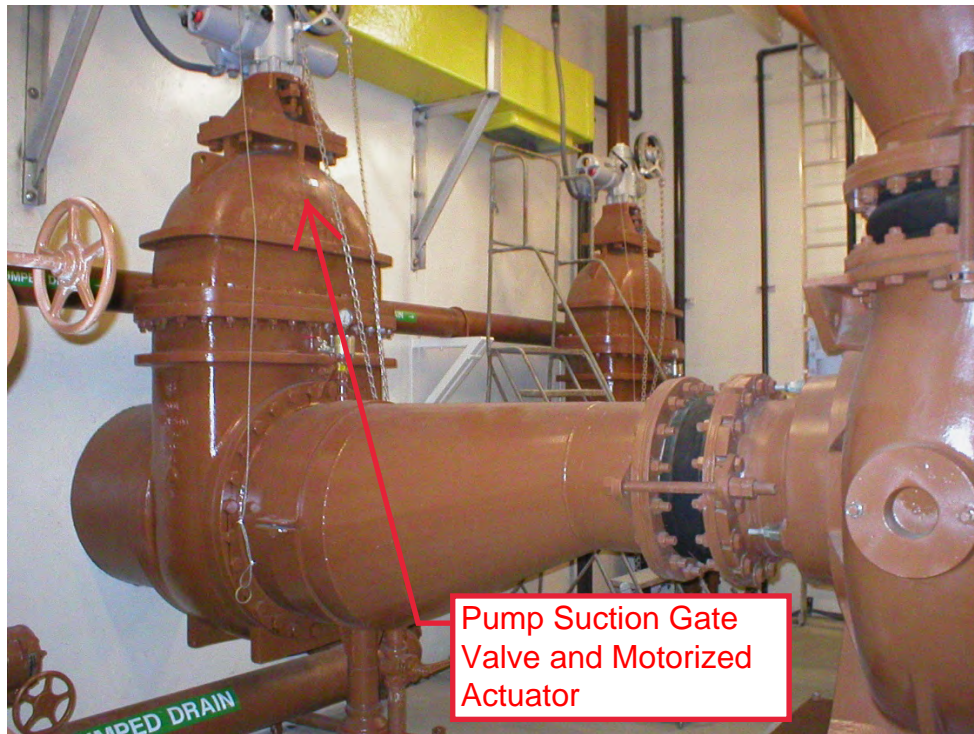


Figure 8 – Irvington PS: Pump Suction Gate Valves and Motorized Actuators

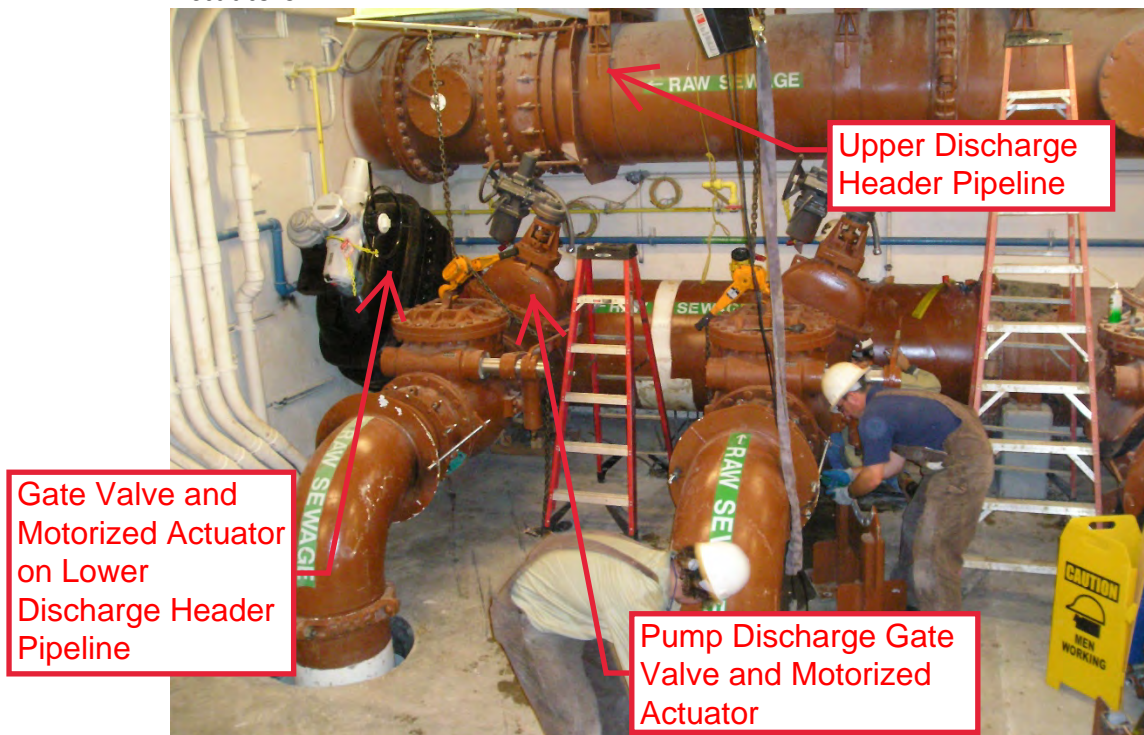


Figure 9 – Irvington PS: Pump Discharge Gate Valves and Motorized Actuators and Header Pipeline



Figure 10 – Irvington PS Effluent Valve Vault: Damaged Area Around Sump



Figure 11 – Irvington PS Effluent Valve Vault: Spalled Concrete and Leaks at Access Hatch



Figure 12 – Irvington PS Effluent Valve Vault: Spalled Concrete at Landing Platform Beam



Figure 13 – Fremont Lift Station: Steel Canopy Covering the Wastewater Pumps



Figure 14 – Paseo Padre Lift Station: Steel Canopy Covering the Wastewater Pumps

PUMP STATIONS CHEMICAL IMPROVEMENTS PROJECT

TASK ORDER NO. 2

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

JACOBS ENGINEERING GROUP INC.

FOR

PROFESSIONAL SERVICES

DATED July 27, 2020

1. PURPOSE

The purpose of Task Order No. 2 is to authorize the completion of detailed design for the Pump Stations Chemical System Improvements Project (Project). The Project will consist of the following activities:

1. Newark Pump Station

- a. Replace the existing odor scrubber system with a biofilter system.
- b. Review and modify (as required) the existing pump station air supply system to match up with the updated biofilter system capacity.
- c. Replace the chemical storage tank.
- d. Replace the two metering pumps.
- e. Install variable frequency drives (VFDs) for the metering pumps and new odor control fan.
- f. Replace the PVC piping with HDPE pipes. The chemical piping extends from the metering pumps to the intermediate level of the dry well side of the pump station building. Double containment piping with leak detection to be provided where required.
- g. Replace the tank level instrumentation and control system.
- h. Rehabilitate and recoat the concrete at the chemical storage tank containment area.
- i. Provide cathodic protection for a “shorted” buried pipe joint connecting to the surge tower.

2. Irvington Pump Station

- a. Replace the existing odor scrubber system with a biofilter system.

- b. Install VFDs for the metering pumps and new odor control fan.
 - c. Replace the PVC piping with HDPE pipes.
 - d. Relocate the two existing metering pumps to the existing chemical storage tank containment area that will be expanded to accommodate them. Install new HDPE pipes from the tank to the metering pumps.
 - e. Install new HDPE pipes from the metering pump containment area to the force main inside a new precast concrete trench. Double containment piping with leak detection to be provided where required.
 - f. Rehabilitate and recoat the concrete at the chemical storage tank containment area and at the odor scrubber containment area.
 - g. Relocate ferrous chloride injection points the force mains.
- 3. Irvington Pump Station Equalization Basin Piping Modifications
 - a. Modify the piping at the Irvington PS to bypass the surge tower to allow for controlled fill of the Equalization Basin per the Carollo Conceptual Design Report.
- 4. Irvington PS Effluent Valve Vault
 - a. Repair the identified damage in the Vault per the Carollo Engineers report recommendations.
- 5. Paseo Padre and Fremont Lift Station Solar Panel Installation
 - a. Repurpose spare solar panels for use on canopies at both Paseo Padre and Fremont Lift Stations.
- 6. Irvington Pump Station Valve Replacement
 - a. Replace 15 valves in the Irvington Pump Station building; twelve valves on the suction and discharge side of the pumps and three (3) on the discharge header pipelines.

The detailed design phase will prepare design packages for each design element. Scope includes a kick-off meeting, site survey, utility survey, geotechnical investigation, BAAQMD permitting support, CEQA notice of exemption preparation, concrete condition assessment at select locations, development of drawings and technical specifications, and cost estimates and review workshops, which are further described in the below Scope of Services.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Thomas Lam.

3. SCOPE OF SERVICES

Task 1: Kick-Off Meeting

Engineer shall hold a kick-off workshop that includes Engineer's team members, key District staff, and stakeholders. The kick-off workshop focuses on the following:

- Discuss the scope and approach to detailed design.
- Confirm information received to date and outline additional information needed to complete detailed design.
- Review and agree on the project deliverables, schedule, and key milestones.

Assumptions:

- Relevant documentation requested by Engineer is available for review.
- The kick-off workshop will be held virtually, last up to two hours and includes attendance by up to four (4) Engineer staff, including the Project Manager and Design Manager.

Deliverables:

- Request for Information in .pdf format.
- Kick-off workshop: agenda, presentation materials, and meeting minutes (draft and final)

Task 2: Detailed Design

Engineer shall prepare detailed design packages for each design element. Each package incorporates a phased delivery process using standard checklists and an independent Quality Control review team selected for this project.

Design phases are broken up into 50 percent, 90 percent, and Final design. The 50 percent submittal includes the plans and technical specifications. The 90 percent submittal incorporates comments from the District and associated revisions to the design documents. In addition, standard detail drawings are added to the 90 percent package. The Final submittal incorporates and adjudicates all District comments and complies with District and Engineer's quality standards. An Engineer's Estimate of Probable Cost is included at each design level.

Engineer shall coordinate master technical specifications with the District's Divisions 0 and 1 Specifications and Design Standards. The Engineer's master specifications use Construction Specifications Institute standards format and are customized for the specific requirements of the projects. Engineer shall

include detailed requirements of a biofilter acclimation plan in the biofilter technical specification. Requirements shall include approved acclimation plan submitted by contractor with the option of dilution methods or treatment methods for meeting acclimation requirements. Engineer shall include requirements for temporary odor control in the project coordination technical specification (01 31 13). It is anticipated that temporary odor control is required for Irvington Pump Station only as Newark Pump Station has an existing roof mounted fan that can continue operating during construction.

Engineer shall provide technical specifications for chemical metering pumps as part of the 50 percent design submittal for the District to use for negotiations with the vendor. The District shall provide pre-determined price to Engineer for inclusion as bid items in the final bid package. The Engineer has not included pre-purchase of the biofilter system as this will not save significant construction time and can be done during the early phases of construction while the biofilter structure is being excavated and built.

Workshops are held to review the 50 percent and 90 percent design documents. Teleconference or Web-hosted meetings between the design team and District staff are conducted as-needed during the detailed design process.

The Engineer shall review the equalization bypass piping as proposed in Carollo's conceptual design report. The Engineer shall complete a hydraulic model to confirm the design is appropriate from a hydraulic perspective, as well as confirm the routing of the line. Design of the bypass line will be included in the overall design package.

As part of Task Order 1, the Engineer reviewed the effluent valve vault corrosion recommendations as proposed by Carollo. Following review, the Engineer developed recommendations to rehabilitate the valve vault and improve corrosion control, which are captured in the Basis of Design Report. For Task 2, the Engineer shall incorporate these recommendations into the overall design package. Additionally, the Engineer shall evaluate alternative ferrous chloride injection points on both force mains in the effluent valve vault and prepare design drawings to repair one of the injection locations that has been damaged by corrosion, as requested by the District. This includes developing drawings and details for relocation of the equipment.

Assumptions:

- The Engineer has budgeted two (2) half-day (4 hour) site visits to confirm existing conditions and address questions that are brought up during design.
- The Engineer has budgeted one (1) full-day (8 hour) site visit to evaluate structural and corrosion conditions for both pump stations.
- As-built drawings, survey, and potholing work will be used for the basis of design. Engineer is not responsible for the accuracy of as-built drawings not verified by survey and potholing work described herein.

- Hydraulic modeling would be limited to bypass piping from the raw sewage inlet pipe feeding the surge tower and the inlet to the equalization basin.
- Standard details will be placed in the drawing set as opposed to a separate bound package.
- District provides one set of consolidated comments via the Engineer-provided quality review form (QRF). District will provide consolidated comments within two weeks from receipt of design package.
- The 50 and 90 percent design workshops will be conducted virtually. Engineer has budgeted four (4) hours for each of the workshops and includes virtual attendance by Engineer's Project Manager and Design Manager.
- District previously provided CAD (AutoCAD) as-built drawings of Irvington PS and Newark PS. The Engineer's budget does not include conversion of pdf to CAD if it is determined existing CAD drawings are inadequate.
- District will provide template 'Front End' Divisions 00 and 01 specifications. Engineer has budgeted two (2) days to prepare and format the front-end sections.
- District will provide their design standards. Engineer's design drawings shall be developed in accordance with District design standards.
- SCADA programming is included in the scope of work for the general contractor, however, it assumed that the Engineer will not be conducting the programming. As part of the design phase, the Engineer provides detailed control logic descriptions for all scope elements including the Irvington Pump Station bypass system, biofilter system and chemical metering (pumps and tanks) systems. The control logic descriptions include process control narratives and loop descriptions. This information will be provided in the contract document specifications. District may choose to pull this out and hire directly with third-party programmer.
- The Engineer shall review the existing supply air system and confirm the adequacy of the existing supply air system for meeting the proposed ventilation requirements. The current scope and budget assumes that the existing air supply system at both pump stations will not require significant modification or replacement.
- Engineer has budgeted for development of up to 66 design sheets (drawings and details), not including technical specifications.
- Development of equipment bid documents is not included in Engineer's scope and fee.

- At least one vendor will be named for each manufactured component or piece of equipment with provisions for an “or equal” to be proposed by the contractor and subject to approval by the Engineer.
- Engineering services during construction and permitting assistance are not included in this scope of services.
- Structural calculations will be provided to District for review. These will be provided at the 90 percent phase only. Any required revisions will be completed by the Engineer. A maximum of one iteration is scoped herein.
- For the purposes of this scope of work it is assumed that a single construction package will be completed for improvements associated with both pump stations.
- For the purposes of this scope of work, the identified damage to be repaired in the Valve Vault at Irvington PS shall be limited to that identified in the previous Carollo Engineers report recommendations, except for ferrous chloride damage.

Deliverables:

- Interim construction drawings and technical specifications (50 and 90 percent) for review by the District in .pdf format
- Written responses to District review comments
- Structural calculations in PDF format (submitted with the 90 percent package)
- 50 percent and 90 percent workshops: agenda, presentation materials, and meeting minutes (draft and final)
- Three (3) sets of draft 50 percent and 90 percent construction drawings and specifications
- One set of final construction drawings and specifications, electronically signed and stamped by registered California professional engineers, in .pdf format
- Cost Estimates will be provided, per ACCE, with each of the following deliverables:
 - 50 percent design submittal (Class 4 estimate)
 - 90 percent design submittal (Class 2 estimate)
 - Final design submittal (Class 1 estimate)

Task 3: Site Survey

Limited field topographic surveying will be conducted at specific locations at Irvington Pump Station and Newark Pump Station where the new odor control

facilities will be constructed and the existing surge tower and chemical containment areas. Surveyors will establish three (3) new control points at each of the pump station sites. The survey locations of each pump station are summarized in Exhibit A.

Assumptions:

- The Engineer shall contract directly with the survey subconsultant and manage the subconsultant contract.
- Surveying locations were chosen based on biofilter locations established in the Basis of Design Report.
- District will provide CAD files with all historical mapping backgrounds and as-built site plan data that is available.
- A vertical conversion/tie to the District's existing datum will be provided by the District.
- Surveying scope does not include tie-in of the existing plant datum but can be included for additional cost if needed.
- Surveyors will use NAD 1983 as the Horizontal Datum and NAVD 1988 as the Vertical Datum.

Deliverables:

- Survey data in raw point and CAD format.
- Memorandum providing physical description and photo of each newly established or existing control monument in .pdf format.

Task 4: Utility Survey

Limited utility potholing will be conducted at specific locations at Irvington and Newark Pump Stations to verify locations, depths, and sizes of existing utilities. For Irvington Pump Station, 16 potholes will be completed near electrical manhole 1, along the drainage path north of the existing odor control facility and under the proposed odor control facility. For Newark Pump Station, two (2) potholes will be completed near the existing wet well. Exhibit B provides the proposed pothole locations at Irvington and Newark Pump Stations.

Assumptions:

- The Engineer shall contract directly with the utility locating subconsultant and manage the subconsultant contract.
- The subcontractor will utilize hand digging and vacuum excavation for potholing.

- Pothole locations were chosen based on biofilter locations and utility routing established in the Basis of Design Report.
- Based on as-built drawings, it is assumed that utilities are +/- 1 foot from their indicated position.
- Potholes will be backfilled with the excavated material. Should contaminated soil be encountered, soil contamination disposal and replacement fill are not included in the Engineer's scope of work and budget.
- The Engineer and the District will coordinate to provide access to Newark and Irvington Pump Stations.
- The District will have available a maintenance staff to conduct a walk through with Engineer staff and the utility locating subconsultant to confirm known underground utilities around the pothole locations.
- Engineer and their subconsultant shall apply for permits for potholing with the Alameda County Water District. District (ACWD) will pay for the permit fees and Engineer's effort in obtaining the permits as an amendment to the Task Order No. 2.

Deliverables:

- Completed ACWD permit (draft and final)
- Utility locating report in PDF format, including surfacing and soil condition encountered, pipe size and material found, depths and elevations of all pipes found, condition and any damages to piping, survey/coordinates (northing/easting)
- Pipe sizes, coordinates (northing/easting), elevations and depths of all pipes found in Excel format

Task 5: Geotechnical Investigation

A geotechnical investigation will be completed at Irvington and Newark Pump Stations. The Engineer shall contract and coordinate with Gregg Drilling to complete one cone penetration test (CPT) and one exploratory boring to a minimum depth of 65 feet at the proposed biofilter location at each pump station.

The Engineer shall prepare a geotechnical data report (GDR) summarizing the data from the geotechnical investigation, which will be included in the contract documents. The GDR will include the boring logs, CPT logs, laboratory test results, a summary of subsurface and geologic conditions, and exploration location plan figure.

The Engineer shall prepare a geotechnical engineering design and recommendations report (GEDR) summarizing the results of engineering calculations, including seismic sensitivity of soils (e.g., liquefaction analyses), foundation design calculation for the facilities and construction consideration. The report will provide recommendations for seismic design, ground improvement (if needed), settlement and other key design related geotechnical criteria.

Assumptions:

- The Engineer will contract directly with the geotechnical subconsultant and manage the subconsultant contract.
- CPT and boring locations were chosen based on biofilter locations and utility routing established in the Basis of Design Report.
- The Engineer and the District will coordinate to provide access to Newark and Irvington Pump Stations.
- Engineer and their subconsultant shall apply for permits for geotechnical borings with the ACWD. District will pay for the permit fees and Engineer's effort in obtaining the permits as an amendment to the Task Order No. 2.
- Borings will be backfilled with the excavated material. Should contaminated soil be encountered, soil contamination disposal and replacement fill are not included in the Engineer's scope of work and budget.

Deliverables:

- Completed ACWD permit (draft and final)
- Geotechnical Data Report in .pdf format.
- Geotechnical Engineering Design Report (GEDR) in .pdf format

Task 6: Solar Panel Installation

The District has spare solar panels that it would like to repurpose for use at the Paseo Padre and Fremont Lift Stations. Each lift station has a canopy where the panels can be installed. The Engineer shall complete a high-level financial analysis to estimate the payback period (breakeven point) for the two solar panel systems. Results of the electrical, structural and financial analysis will be summarized in a technical memorandum for review by the District. After reviewing the financial analysis results, the District shall determine if the remainder of the solar panel task will continue forward.

Upon written approval by the District, the Engineer shall review as-built documentation and solar panel specifications to determine the feasibility of installing the panels on each canopy. This includes reviewing current structural codes, completing structural calculations and modeling the canopies to confirm their structural ability to support the panels. The existing electrical system, including the proposed location of the panels and the interconnection point will be reviewed and evaluated the ability to tie solar panels into the existing electrical systems.

If the installation is determined to be viable by the Engineer and District, the Engineer will develop a detailed drawing set to include in the Task 2 construction bid package. Detailed design will include drawings, details and appropriate specification sections.

The Engineer shall support the District with the Pacific Gas and Electric (PG&E) application for renewable rebates and connection to the power grid. The Engineer shall prepare the application for both lift stations on the District's behalf, as well as gather background information and the appropriate preliminary drawings. This effort will include coordination with the District and PG&E and support with response to questions and comments.

The level of effort estimate developed for detailed design is based on limited information. Following the evaluation phase, and prior to beginning detailed design, the level of effort cost estimate and expectations shall be reviewed by the District and Engineer to confirm its adequacy based on findings from the evaluation.

Assumptions:

- District provides applicable CAD as-built drawings of Paseo Padre and Fremont Lift Stations, including electrical, P&ID, site civil and structural drawings. This shall also include canopy as-built drawings for both lift stations.
- District provides solar panel specifications.
- Structural design calculations are not available for the canopies at Paseo Padre or Fremont Lift Stations.
- Financial analysis shall consist of simple pay back evaluation consisting of expected energy cost offset and rough order of magnitude construction cost estimate for improvements based on the Engineer's experience and information provided by the District.
- SCADA programming is included in the scope of work for the general contractor, however, it assumed that the Engineer will not be conducting the programming. As part of the design phase, the Engineer provides detailed control logic descriptions for all scope elements of the solar panel system. The control logic descriptions include process control

narratives and loop descriptions. This information will be provided in the contract document specifications included in Task Order 2. District may choose to pull this out and hire directly with third-party programmer.

- The Engineer has budgeted for development of up to twelve (12) design sheets (drawings and details), not including technical specifications. These drawings are in addition to the drawing count shown in Task 2 but will be incorporated into the Task 2 drawing set.
- Review of the solar panel 50 and 90 percent design packages will be included in the Task 2 workshops.
- Cost estimates for solar panel design will be incorporated into a comprehensive cost estimate prepared for the entire project as part of Task 2.
- The Engineer has budgeted a total of 20 hours to coordinate and complete PG&E applications for both lift stations. If effort is required beyond this budget, the Engineer and District shall negotiate additional budget on a time and materials basis.
- The District will be responsible for submitting the PG&E applications and paying for appropriate fees.

Deliverables:

- Engineer shall develop a five (5) page memorandum to document findings and conclusions of the evaluation phase electronically in .pdf format
- Interim construction drawings and technical specifications (50 and 90 percent) for review by the District in .pdf format
- One set of final construction drawings and specifications electronically signed and stamped by registered California professional engineers, in .pdf format (to be included with drawings in Task 2)
- Written responses to District review comments
- Cost Estimates will be provided, per ACCE, with each of the following deliverables:
 - 50 percent design submittal (Class 4 estimate)
 - 90 percent design submittal (Class 2 estimate)
 - Final design submittal (Class 1 estimate)
- Completed PG&E applications for the Fremont and Paseo Padre Lift Stations
- Written response to comments from the District or PG&E

Task 7: Irvington Pump Station Valve Replacement

The Engineer shall design the replacement of 15 gate valves in the Irvington Pump Station building. This includes twelve valves on the suction and discharge for each of the six pumps. The remaining three valves are located on the two discharge header pipelines. During design, the Engineer shall assess the lay lengths (flange-to-flange) of the existing and replacement gate valves. The Engineer shall also assess the Rotork actuators on the valves and determine whether replacement is required. If replacement is required, the Engineer shall include this in the design.

The District is currently replacing the pump suction and discharge gate valves at the Alvarado Influent Pump Station with knife gate valves. The Engineer shall evaluate and recommend whether these same valve types can be utilized at Irvington Pump Station.

The Engineer shall develop construction sequence in Specification Section 01010 which will identify constraints that will dictate when and how many valves can be replaced at one time.

Based on feedback from the District, construction will take place between April and October 2022. The Engineer shall evaluate whether pre-purchasing gate valves will reduce the construction schedule. The Engineer shall assist the District in procuring the gate valves.

Assumptions:

- The District shall provide specifications for the knife gate valves being installed at the Alvarado Influent Pump Station.
- District provides applicable CAD as-built drawings Irvington Pump Station. Engineer's budget does not include conversion of pdf to CAD if CAD drawings are not available.
- The Engineer's scope does not include budget to evaluate the condition of the Rotork actuators. The Engineer's scope assumes that all actuators will be replaced.
- At least one vendor will be named for each manufactured component or piece of equipment with provisions for an "or equal" to be proposed by the contractor and subject to approval by the Engineer.
- The Engineer has budgeted for development of up to six (6) design sheets (drawings and details), not including technical specifications. These drawings are in addition to the drawing count shown in Task 2 but will be incorporated into the Task 2 drawing set.

- Review of the valve replacement design will be included in the Task 2 workshops.
- Cost estimates for valve replacement design will be incorporated into a comprehensive cost estimate prepared for the entire project as part of Task 2.

Deliverables:

- Interim construction drawings and technical specifications (50 and 90 percent) for review by the District in .pdf format
- One set of final construction drawings and specifications electronically signed and stamped by registered California professional engineers, in .pdf format (to be included with drawings in Task 2)
- Specification for pre-purchase of gate valves and, if needed, motorized actuators. Pre-purchase documents will be combined into a single package.
- Written responses to District review comments
- Cost Estimates will be provided, per ACCE, with each of the following deliverables:
 - 50 percent design submittal (Class 4 estimate)
 - 90 percent design submittal (Class 2 estimate)
 - Final design submittal (Class 1 estimate)

Task 8: Cathodic Protection

At Newark Pump Station, there is an existing buried pipe leading to the surge tower, which has a shorted insulating joint creating an electrically continuous system. Based on feedback from the District, the joint needs to be insulated so the surge tower won't draw the electrical currents and drain the anodes. The Engineer shall review as-built information for the site to confirm recommended improvements. Once the recommendation is confirmed, the Engineer will develop appropriate drawings, details and specifications required to insulate the joint.

Assumptions:

- District provides applicable CAD as-built drawings for Newark Pump Station. Engineer's budget does not include conversion of pdf to CAD if CAD drawings are not available.
- The Engineer has budgeted for development of two (2) design sheets (drawings and details), not including technical specifications. These

drawings are in addition to the drawing count shown in Task 2 but will be incorporated into the Task 2 drawing set.

- Review of the cathodic protection design will be included in the Task 2 workshops.
- Cost estimates for cathodic protection design will be incorporated into a comprehensive cost estimate prepared for the entire project as part of Task 2.

Deliverables:

- Interim construction drawings and technical specifications (50 and 90%) for review by the District in .pdf format
- One set of final construction drawings and specifications electronically signed and stamped by registered California professional engineers, in .pdf format (to be included with drawings in Task Order 2).
- Written responses to all District review comments.
- Cost Estimates will be provided, per ACCE, with each of the following deliverables:
 - 50 percent design submittal (Class 4 estimate)
 - 90 percent design submittal (Class 2 estimate)
 - Final design submittal (Class 1 estimate)

Task 9: Permitting Support

As part of the design process, the Engineer shall support the District in preparing Bay Area Air Management District (BAAQMD) permit applications for both Newark and Irvington Pump Stations. This includes attending meetings with the District and the BAAQMD, completing a permit application for District submittal to BAAQMD and supporting response to BAAQMD questions and comments after the permit application has been submitted. Additionally, the Engineer shall review and update, as necessary, the BASTE model developed previously to support the pre- and post-odor control system emissions estimates to reflect current design.

The Engineer shall coordinate with the District to determine if the pump station and odor control improvements qualifies as a California Environmental Quality Act (CEQA) designated "project". The Engineer shall complete the CEQA checklist on the District's behalf to determine if the District will need to file a notice of exemption or complete additional studies. The Engineer shall assist the District with completing a notice of exemption. Based upon a preliminary review of the site and project, the Engineer believes the biofilter installations are likely to be categorized as Categorical Exemption (Class 1).

Assumptions:

- The Engineer has budgeted (8) hours to review and respond to BAAQMD comments for each pump station.
- The Engineer has budgeted four (4) hours each for the Project Manager and Permitting Lead to attend one pre-application meeting with BAAQMD. All meetings are assumed to be virtual.
- Both sites qualify for CEQA Categorical Exemption (Class 1) under the CEQA Guidelines Section 15301 for Existing Facilities. Although the biofilters are new structures at both sites, the intent is to provide odor control to the existing pump stations, and therefore these don't appear to have a significant effect on the environment.
- The City of Fremont and City of Newark do not require discretionary review.
- The undisturbed area at Newark Pump Station is not under the jurisdiction of the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, San Francisco Bay Regional Water Quality Control Board or California Department of Fish and Wildlife or Bay Conservation and Development Commission.
- The District will sign and submit all permit applications and pay associated permit fees.

Deliverables:

- Completed BAAQMD air permits for each pump station (draft and final)
- Written responses to BAAQMD comments
- Completed CEQA notice of exemption

Task 10: Bid Support

Provide bid support to the District by attending the pre-bid meeting, developing addenda and evaluation of bids.

Assumptions:

- The Engineer has budgeted two (2) hours for one attendee at the pre-bid meeting.
- The Engineer has budgeted for development of one addendum.
- The Engineer has budgeted four (2) hours each for the Project Manager and Design Manager to evaluate bids.
- District will provide bid evaluation criteria.

- Development of a conformed bid set is not included in the Engineer's budget.

Deliverables:

- Pre-bid meeting minutes (draft and final)
- One addendum.pdf format

Task 11: Information Review and Operations and Maintenance Hours Estimate

As part of Task Order 1, Engineer reviewed multiple drawing sets and coordinated with the District to obtain information required to develop the Basis of Design Report. This effort was in addition to the budgeted/scoped effort for Task Order 1.

Engineer shall identify operations and maintenance tasks required for successful operation of biofilter technology, as well as estimate the associated hours required. Engineer shall present findings and estimates to District staff.

The Engineer shall identify agencies with existing biofilter installations, with preference for local (Northern California) installations. This should include contact information for each agency.

Assumptions:

- Engineer has budgeted for two workshops with District staff. Budget includes one (1) hour each and includes virtual attendance by Engineer's Project Manager, Design Manager and Odor Control Lead.
- District will make appropriate staff available for each workshop.

Deliverables:

- Presentation to summarize operations and maintenance hours
- List of agencies with biofilter installations, including contact information

Task 12: Project Management

Engineer shall initiate and manage project activities, schedule and budget, change management, and plan work to complete activities in an integrated and timely manner. Project management activities include progress monitoring, project team coordination, health and safety stewardship, project administration, and project quality control management. Engineer shall conduct bi-weekly conference calls with the District's project manager to discuss status and any project issues.

Assumptions:

- Engineer has budgeted for project management based on an 8-month project duration from NTP to final deliverable.
- The District will make available key representatives from engineering, Operations and Maintenance team, District decision-makers, and other stakeholders (if desired).

Deliverables:

- Monthly invoices with summary of work completed
- Quarterly schedule updates, or as needed
- Bi-weekly calls with the District project manager, or as needed

4. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as described in Article 2 of the Agreement. The Multiplier for this work shall be 2.70, the profit shall be 10 percent, and the not-to-exceed amount shall be \$638,983. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit C.

The following table summarizes the previously executed and proposed task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Basis of Design	\$98,675	Yes	Paul Eldredge
Task Order No. 2 – Detailed Design	\$638,983	Yes	Paul Eldredge
Total	\$737,658		

5. TIME OF COMPLETION

Work defined in this Task Order shall be completed as shown in the table below and subject to the conditions of Article 3 of this Agreement.

Notice to Proceed	February 2021
Kick-Off Meeting	2 weeks from NTP
Solar Panel Memorandum	2 weeks from receipt of as-builts and solar panel specifications
Site Topography & Utility Survey	4 weeks from Kickoff

Pump Stations Chemical System Improvements Project

Task Order No. 2

Page 18

Pre-Permit Meeting with BAAQMD	6 weeks from Kickoff
Geotechnical Investigation	6 weeks from Kickoff
50% Design Documents & Workshop	12 weeks from Kickoff
Draft Air Board Permit for Internal Review	12 weeks from Pre-Permit Meeting
Submit Draft Air Permit	4 Weeks from Air Board Internal Review
90% Design Documents & Workshop	12 Weeks from 50% Design Workshop
Final Design	6 weeks from 90% Design Workshop
Bid Support Services Completed	October 2021

6. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 2 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Project Manager	Giuseppe Tomasino
Design Manager	Scott Cowden

Key personnel shall not change except in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of _____ and therewith incorporated it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

JACOBS Engineering Group Inc.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Mia Lindsey Ashleigh, P.E.
Designated Project Executive

Date: _____

Date: _____

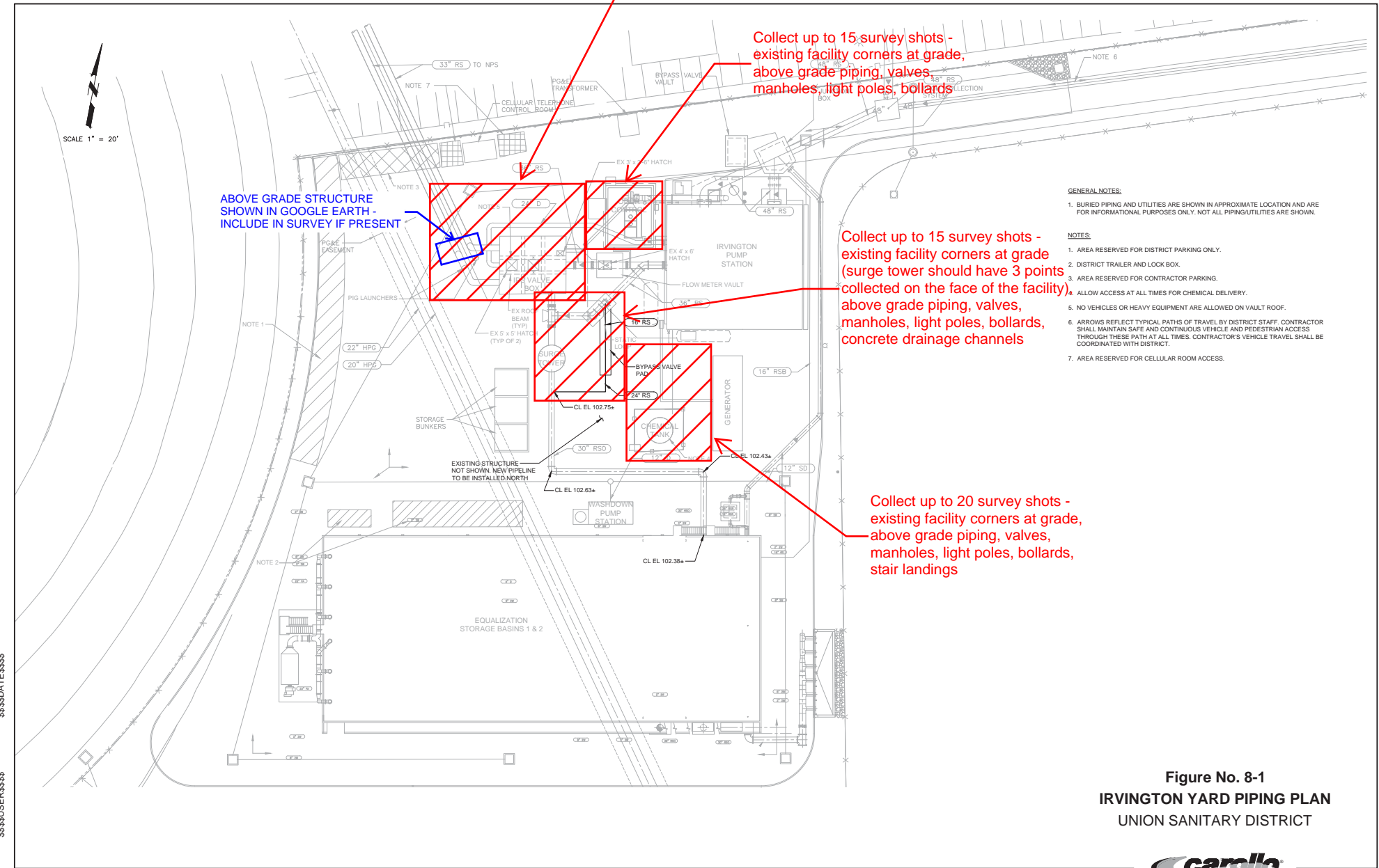
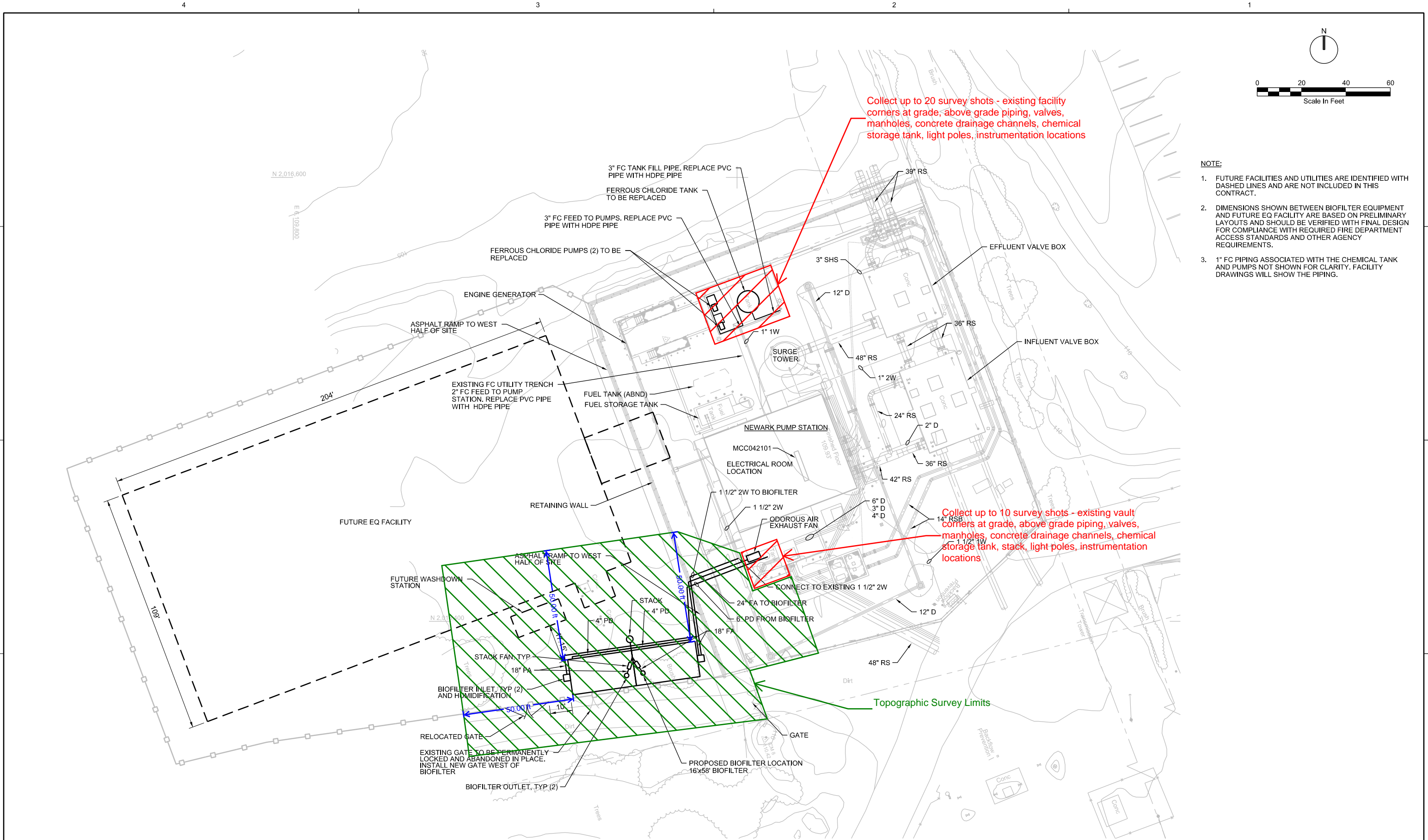


Figure No. 8-1
IRVINGTON YARD PIPING PLAN
UNION SANITARY DISTRICT





- NOTE:**
1. FUTURE FACILITIES AND UTILITIES ARE IDENTIFIED WITH DASHED LINES AND ARE NOT INCLUDED IN THIS CONTRACT.
 2. DIMENSIONS SHOWN BETWEEN BIOFILTER EQUIPMENT AND FUTURE EQ FACILITY ARE BASED ON PRELIMINARY LAYOUTS AND SHOULD BE VERIFIED WITH FINAL DESIGN FOR COMPLIANCE WITH REQUIRED FIRE DEPARTMENT ACCESS STANDARDS AND OTHER AGENCY REQUIREMENTS.
 3. 1" FC PIPING ASSOCIATED WITH THE CHEMICAL TANK AND PUMPS NOT SHOWN FOR CLARITY. FACILITY DRAWINGS WILL SHOW THE PIPING.

NO.	DATE	BY	REVISIONS
227 of 254			

PROJECT NO.: W8Y07900
DESIGN BY: S CHANDLER
DRAWN BY: B GYAUROVA
CHECKED BY: M BALDWIN
DRAWING DATE: OCT 2020



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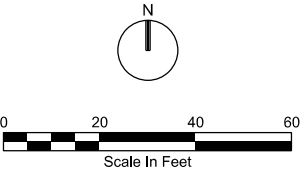
UNION SANITARY DISTRICT
CIVIL
NEWARK PUMP STATION
LOCATION PLAN

VERIFY SCALES
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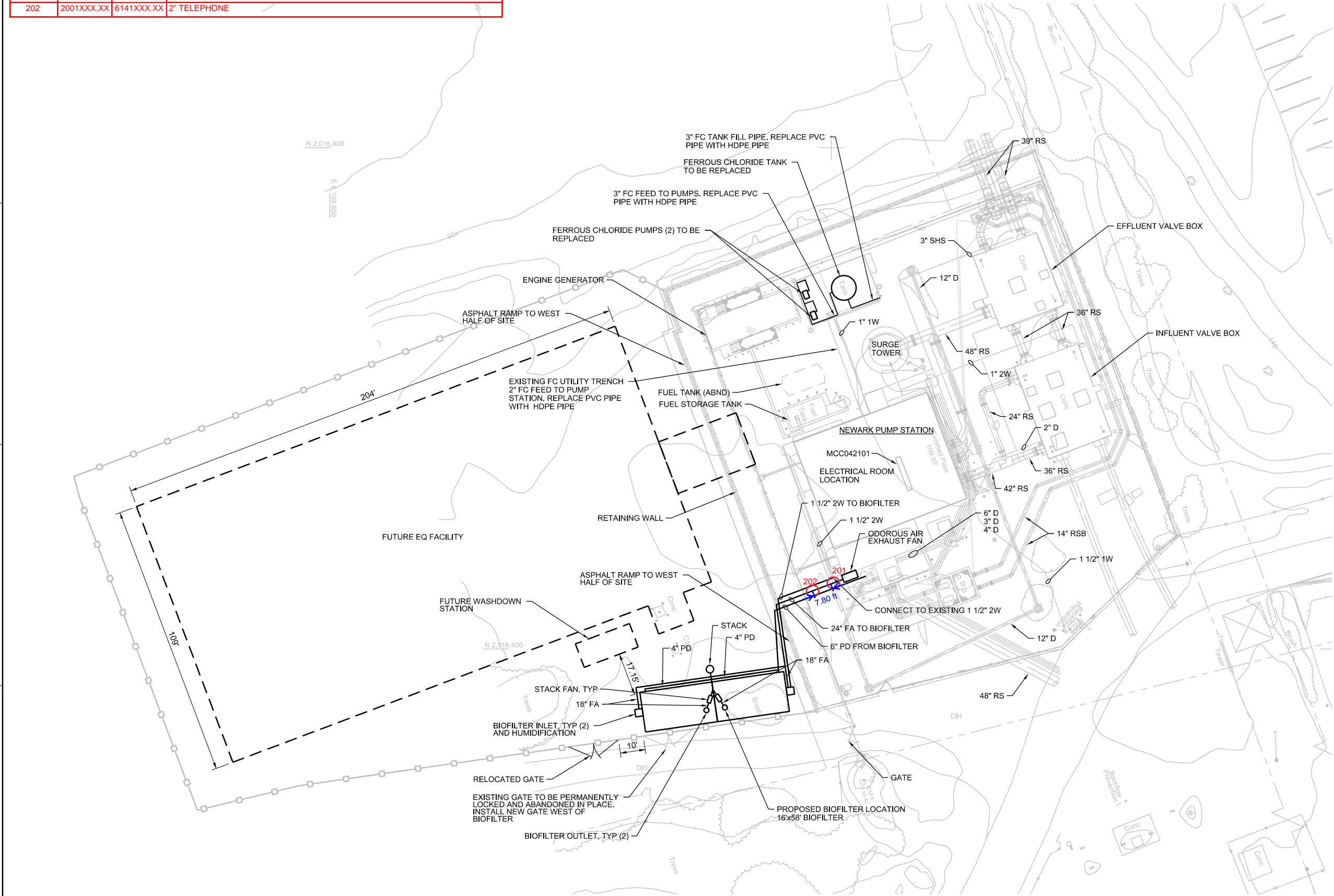
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W8Y07900
DRAWING NO.
06-C-2000A
SHEET NO.

NO:	DATE	BY	REVISIONS	<div>PROJECT NO.: W8Y07900</div> <div>DESIGN BY: S CHANDLER</div> <div>DRAWN BY: B GYAOUROVA</div> <div>CHECKED BY: M BALDWIN</div> <div>DRAWING DATE: OCT 2020</div>			UNION SANITARY DISTRICT CIVIL IRVINGTON PUMP STATION LOCATION PLAN	UNION SANITARY DISTRICT	VERIFY SCALES	JOB NO. W8Y07900
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	228 of 254									

UTILITY POTHOLE TABLE			
POINT NO.	NORTHING	EASTING	DESCRIPTION
201	2001XXX.XX	6141XXX.XX	1" 1W, 1 1/2" 2W, AND 6" PD
202	2001XXX.XX	6141XXX.XX	2" TELEPHONE



- NOTE:
1. FUTURE FACILITIES AND UTILITIES ARE IDENTIFIED WITH DASHED LINES AND ARE NOT INCLUDED IN THIS CONTRACT.
 2. DIMENSIONS SHOWN BETWEEN BIOFILTER EQUIPMENT AND FUTURE EQ FACILITY ARE BASED ON PRELIMINARY LAYOUTS AND SHOULD BE VERIFIED WITH FINAL DESIGN FOR COMPLIANCE WITH REQUIRED FIRE DEPARTMENT ACCESS STANDARDS AND OTHER AGENCY REQUIREMENTS.
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NO.	DATE	BY	REVISIONS
229 of 254			

PROJECT NO.:	W8Y07900
DESIGN BY:	S CHANDLER
DRAWN BY:	B GYAUROVA
CHECKED BY:	M BALDWIN
DRAWING DATE:	OCT 2020



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UNION SANITARY DISTRICT
CIVIL
NEWARK PUMP STATION
LOCATION PLAN

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON
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JOB NO.
W8Y07900
DRAWING NO.
06-C-2000A
SHEET NO.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: **Receive Update on Conflict of Interest Code Biennial Review**
(This is an Information Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen W. Murphy, General Counsel
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Receive update on District Conflict of Interest Code biennial review.

Discussion

The Political Reform Act, Government Code Section 87200 et seq., requires that the District review its Conflict of Interest Code ("Code") every two years. The Code incorporates the Political Reform Act and sets forth the position of officials that are required to submit a Form 700, Statement of Economic Interests, as well as the categories of interests that must be disclosed. During the last update in 2018, staff determined that the only substantive change required was to add the position of Human Resources Manager. The Board adopted a revised Conflict of Interest Code adding that position and making some other minor revisions on January 28, 2019.

Staff has reviewed the District's Conflict of Interest Code, attached for your reference, for this biennial review period and determined that no amendments are required. The Board Clerk will be submitting a notice to the County, the District's code-reviewing body, notifying them that no code amendments are required.

Previous Board Action

January 28, 2019 – The Board approved an updated Conflict of Interest Code.

Attachments

Conflict of Interest Code, Union Sanitary District, Updated January 28, 2019

CONFLICT OF INTEREST CODE

UNION SANITARY DISTRICT

Updated January 28, 2019

A. PURPOSE

The purposes of this Code are to provide for the disclosure of assets, investments, interests in real property, income, and business positions of designated District employees which may be materially affected by their official actions and to provide for the disqualification of designated employees from participation in District decisions in which they may have a financial interest.

B. BACKGROUND

The Political Reform Act of 1974, Government Code Sections 81000 *et seq.*, requires state and local agencies to adopt and promulgate Conflict of Interest Codes.

The California Fair Political Practices Commission has, pursuant to its authority under Section 83112 of the Government Code, adopted a regulation which contains the terms of a standard Conflict of Interest Code. This regulation is codified at Title 2 California Code of Regulations Section 18730. This regulation may be incorporated by reference by local agencies and, together with the designation of employees and disclosure categories, meets the requirements of the Political Reform Act.

C. ADOPTION OF CONFLICT OF INTEREST CODE

1. The terms of Title 2 California Code of Regulations Section 18730 are hereby incorporated by reference and, together with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of Union Sanitary District (“District”).

2. Designed positions are set forth in the attached Appendix and are those positions whose duties entail the making or participating in the making of decisions which may foreseeably have a material impact on financial interests. Each person filling a designated position, and any person filling a designated position on a temporary or acting basis, shall

disclose all of the information required under Section C(3) of this Code, on forms provided by the District.

3. No person holding a position listed in Section C(2), immediately above, shall make or participate in the making of a decision when he or she has a financial interest, as defined in Section 87103 of the California Government Code, when it is reasonably foreseeable that the interest may be affected materially by the decision.

4. Designated employees shall file their Statements of Economic Interests with the District, which will make the statements available for public inspection and reproduction (Government Code Section 81800). Statements of designated employees will be retained by the District. Elected officials and the General Manager/District Engineer shall file their Statements of Economic Interests with the District and the District shall then transmit the statements to Alameda County.

5. As provided in Government Code Section 82011, the code reviewing body is the Alameda County Board of Supervisors. Pursuant to Title 2 California Code of Regulations Section 18227, the Alameda County Clerk shall be the official responsible for receiving and retaining statements of economic interests filed with the Board of Supervisors.

6. The General Manager/District Engineer shall have the power to designate positions for disclosure required by this code on an interim basis pending Board review. Such designations shall be made if the General Manager/District Engineer determines that the position entails the making or participating in the making of decisions which may foreseeably have a material effect on financial interests.

7. Subsequent amendments to Title 2 California Code of Regulations Section 18730 duly adopted by the Fair Political Practices Commission, after public notice and hearings, are also hereby incorporated by reference unless the Board of Directors of the District, within 90

days after the date on which an amendment to Section 18730 becomes effective, adopts a resolution providing that the amendment is not to be incorporated into this Code.

8. This Conflict of Interest Code supersedes any Conflict of Interest Code previously adopted by the District.

9. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq.*). The provisions of this code are in addition to Government Code Section 87100 and other laws pertaining to conflicts of interest, including, but not limited to, Government Code Section 1090, *et seq.*

APPENDIX

EXHIBIT 1

UNION SANITARY DISTRICT LIST OF DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES FOR CONFLICT OF INTEREST CODE

Each person holding any position listed below must file statements disclosing the kinds of financial interests shown for the employee's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties, including but not limited to late fines.

<u>Designated Positions</u>	<u>Disclosure Category</u>
Work Group Manager – Technical Services	1,2,3,4
Work Group Manager – Collection Services	1,2,3,4
Work Group Manager – Treatment & Disposal Services	1,2,3,4
Work Group Manager – Fabrication, Maintenance & Construction	1,2,3,4
Human Resources Manager	1,2,3,4
Purchasing Agent	1,2,3,4
Consultants**	1,2,3,4

It has been determined that the positions listed below must automatically file a statement of economic interests pursuant to Government Code Section 87200:

Directors
General Manager/District Engineer
General Counsel
Work Group Manager – Business Services

** 2 California Code of Regulations Section 18700.3(a) defines "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a Governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 - (E) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; OR
- (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or

performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The General Manager/District Engineer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. (See Government Code § 82019 and FPPC Regulations § 18219 and 18734.) Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager/District Engineer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (See Government Code § 81008.)

Nothing herein excuses any consultant from any other provisions of this Conflict of Interest Code, specifically those dealing with disqualification.

EXHIBIT 2
DESCRIPTION OF DISCLOSURE CATEGORIES

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may likely be affected materially by any decision made or participated in by the designated person because of his or her position.

Category 1. Investments

A designated employee assigned to Category 1 is required to disclose investments that may be materially affected by any decision made or participated in by the designated employee. The employee should complete the appropriate schedules of Form 700 for investments.

Category 2. Interests in Real Property

A designated employee assigned to Category 2 is required to disclose interests in real property that may be materially affected by any decision made or participated in by the designated employee. The employee should complete the appropriate schedules of Form 700 for interests in real property.

Category 3. Income

A designated employee assigned to Category 3 is required to disclose income that may be materially affected by any decision made or participated in by the designated employee. The employee should complete the appropriate schedules of Form 700 for income.

Category 4. Business Positions

A designated employee assigned to Category 4 is required to disclose any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management that may be materially affected by any decision made or participated in by the designated employee. The employee should complete the appropriate schedules of Form 700 for business positions.



Summary of the EBDA Commission Meeting
Thursday, January 21, 2021, at 9:30 a.m.

- Commissioners Cutter, Duncan, Johnson, Lamnin, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Cutter moved to approve the Commission Meeting Minutes of December 17, 2020; List of Disbursements for December 2020; and Treasurer's Report for December 2020. The motion was seconded by Commissioner Toy and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, LACWMA Ad Hoc Committee, Financial Management, Regulatory Affairs, and Operations & Maintenance Committees. The following items were discussed:
 - **General Managers Report**
The General Manager (GM) advised the Commission of the upcoming Form 700 filing period. Although staff is endeavoring to streamline EBDA's process for gathering Form 700 filings, printed forms are required for this processing period. The GM and MAC are recommending that strategic planning be deferred until in-person meetings can safely be held. The Commission suggested reviewing the Member Agency's strategic plans in the interim to feed into the process. The GM will provide the Commissioners with an evaluation spreadsheet and self-assessment for her annual performance review. Completed evaluations should be emailed to the Administrative Assistant.
 - **Managers Advisory Committee (MAC)**
The GM deferred the report for the Managers Advisory Committee.
 - **LAVWMA Ad Hoc Committee**
The GM provided an update on the status of the LAVWMA term sheet, which is expected to be brought before the Commission for approval in February. LAVWMA has been asked to have a detectible chlorine residual at the connection point to ensure that there is no bacteria in their discharge. Additionally, staff will develop a parallel agreement between EBDA and DSRSD to govern the Zone 7 brine discharge.
 - **Financial Management Committee**
The GM reported on the Financial Management Committee, which met on January 19, 2021, noting the Committee's review of December's List of Disbursements, Treasurer's Report and FY 2021/2022 budget schedule. The GM advised that the Fund 13 balance represents expenses paid in advance of receiving funds from member agencies. The Committee supports staff's recommended revisions to the Records Management Policy and Retention Schedule and asked staff to review federal retention guidelines regarding personnel records.
 - **Motion Appointing Commissioners Johnson and Duncan as Alternate Authorized Signers on the Authority's Checking Account**

The GM provided a staff report on the motion. Commissioner Lamnin moved to approve the motion. The motion was seconded by Commissioner Cutter and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Toy, Duncan, Cutter, Lamnin, Chair Johnson
Noes: None
Absent: None
Abstain: None

- **Report from the Regulatory Affairs Committee**

The GM reported on the January 20, 2021 Regulatory Affairs Committee meeting, reviewing NPDES performance, reporting checklist, and a BACWA report on regional biosolids trends. On January 14, the NPDES permit reissuance kick-off meeting took place with the Authority's consultant EOA, Inc. and the MAC.

- **Operations and Maintenance (O&M) Committee**

The O&M Manager reported on the Operations and Maintenance Committee, which met on January 19, 2021, and discussed the status of EBDA facilities. The O&M Manager reviewed NPDES compliance data and then provided an overview of current projects.

The O&M Manager reported on the OLEPS hypochlorite automation project, annual recycled water production from the Skywest system, and force main improvements. Staff expressed appreciation to Calcon, the Authority's contracted instrument technician, for their responsiveness to an emergency call at the MDF over the Christmas holiday.

The GM provided an update on COVID-19 safety, and wastewater-based epidemiology. The GM has registered EBDA with the Alameda County Public Health Department's vaccine availability notification system. Union Sanitary District has moved forward with providing samples to the lab at University of California Berkeley for identification of SARS-CoV-2.

The GM provided an update on the Cargill Brine Project due diligence phase. Additional inspections of core samples from the force main are planned to understand the condition and susceptibility of the pipe to corrosion with the addition of chlorides. A scheduled force main inspection was cancelled due to COVID-19. In February, staff will bring an agreement to the Commission for the CEQA phase of the project. The GM finished with a report on the AQPI project. The agreement to install the East Bay radar is expected to be approved by Sonoma County Water Agency in March.

- **Items from Commission and Staff**

Staff was asked to facilitate the discussion of changing the Commission Chair rotation schedule. This will be added to the Personnel Committee agenda for February. Commissioner Lamnin shared a petition from the Alameda County Coalition for Fair Redistricting.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 22, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

TITLE: COVID-19 Update (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer

Recommendation

Information only.

Discussion

None.

Background

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
01/30/2021-02/12/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176668	2/4/2021	114	2011800212	HAZEN AND SAWYER	MP - AERATION BASIN MODIFICATIONS	\$313,170.87	\$515,532.51
	2/4/2021	114	201180038		CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$202,361.64	
176654	2/4/2021	143	193766	CAROLLO ENGINEERS	AERATION BLOWER 11 (HIGH SPEED)	\$6,539.37	\$100,234.27
	2/4/2021	143	194571		WAS THICKENERS	\$20,574.64	
	2/4/2021	143	194394		AERATION BLOWER 11 (HIGH SPEED)	\$13,288.04	
	2/4/2021	143	194334		PRIMARY DIGESTER NO. 7	\$59,832.22	
176655	2/4/2021	173	6739195	CDW GOVERNMENT LLC	4 HMIX4 SWITCH UPGRADE	\$3,208.24	\$76,791.06
	2/4/2021	173	6478798		MICROSOFT ANNUAL LICENSE SUBSCRIPTIONS	\$73,582.82	
176730	2/11/2021	170	761520210126	PACIFIC GAS AND ELECTRIC	SERV TO 01/25/21 NEWARK PS	\$20,469.35	\$74,318.93
	2/11/2021	110	224720210128		SERV TO 1/21/21 CS TRAINING TRAILER	\$838.85	
	2/11/2021	170	380420210201		SERV TO 01/31/21 CHERRY ST PS	\$339.38	
	2/11/2021	110	170120210201		SERV TO 01/20/2021 PLANT	\$52,671.35	
176738	2/11/2021	143	221014	TANNER PACIFIC INC	PRIMARY DIGESTER NO. 2 REHABILITATION	\$19,440.00	\$70,722.50
	2/11/2021	141	221016		TWIN FORCE MAIN RELOCATION - PHASE 2	\$975.00	
	2/11/2021	143	221015		PRIMARY DIGESTER NO. 2 REHABILITATION	\$8,190.00	
	2/11/2021	143	221013		ALVARADO INFLUENT PS PUMPS AND VFDS	\$42,117.50	

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176731	2/11/2021	110	1510691	POLYDYNE INC	41,860 LBS CLARIFLOC WE-539	\$5,705.91	\$52,126.11
	2/11/2021	110	1512253		41,700 LBS CLARIFLOC C-6267	\$46,420.20	
176702	2/11/2021	143	11395016	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$1,245.94	\$33,820.77
	2/11/2021	143	11395041		PRIMARY DIGESTER NO. 7	\$32,574.83	
176718	2/11/2021	110	9017700512	KEMIRA WATER SOLUTIONS INC	48,420 LBS FERROUS CHLORIDE	\$6,937.24	\$26,632.62
	2/11/2021	110	9017700092		42,220 LBS FERROUS CHLORIDE	\$6,048.90	
	2/11/2021	110	9017699330		46,400 LBS FERROUS CHLORIDE	\$6,695.70	
	2/11/2021	110	9017698826		47,880 LBS FERROUS CHLORIDE	\$6,950.78	
176704	2/11/2021	143	194735	CAROLLO ENGINEERS	CHERRY ST. PS	\$18,830.12	\$21,825.75
	2/11/2021	143	194734		PRIMARY DIGESTER NO. 2 REHABILITATION	\$2,995.63	
176695	2/4/2021	121	46912	WECO INDUSTRIES LLC	120 GAL SANAFOAM VAPOROOTER	\$8,708.83	\$21,350.13
	2/4/2021	121	46913		120 GAL SANAFOAM VAPOROOTER	\$8,840.53	
	2/4/2021	121	46915		CAMERA REPAIRS	\$326.34	
	2/4/2021		46914		CAMERA PARTS	\$3,474.43	
176706	2/11/2021	173	10452137380	DELL MARKETING LP C/O DELL USA	5 MOBILE COMPUTING PILOT LAPTOPS	\$20,702.05	\$20,702.05
176644	2/4/2021	170	8480103104	ANDRITZ SEPARATION INC	CENTRIFUGE REBUILD PARTS	\$69.78	\$15,051.40
	2/4/2021	170	8480103226		CENTRIFUGE REBUILD PARTS	\$473.91	
	2/4/2021	170	8480103227		CENTRIFUGE REBUILD PARTS	\$14,507.71	
176666	2/4/2021	170	50732	HARCO MANUFACTURING COMPANY	COGEN CATALYST HARCO MANUFACTURING	\$13,513.08	\$13,513.08

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176650	2/4/2021		263000	BURKE, WILLIAMS & SORENSON LLP	CIP - NOV 2020	\$3,494.40	\$13,345.28
	2/4/2021	143	263027		CIP - SEP 2020	\$1,364.48	
	2/4/2021		263028		CIP - OCT 2020	\$8,486.40	
176690	2/4/2021	110	101276	USP TECHNOLOGIES	2622 GALS HYDROGEN PEROXIDE	\$11,510.58	\$11,510.58
176689	2/4/2021	110	48908308	UNIVAR SOLUTIONS USA INC	4796.9 GALS SODIUM HYPOCHLORITE	\$3,465.17	\$10,542.10
	2/4/2021	110	48908307		4898.9 GALS SODIUM HYPOCHLORITE	\$3,538.86	
	2/4/2021	110	48904199		4897.8 GALS SODIUM HYPOCHLORITE	\$3,538.07	
176717	2/11/2021	170	780250	KAMAN INDUSTRIAL TECHNOLOGIES	1 ODOR SCRUBBER MOTOR	\$2,076.48	\$10,239.12
	2/11/2021	170	14038		1 HEADWORKS SUPPLY FAN	\$8,162.64	
176721	2/11/2021		37432220210201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - FEB 2021	\$9,244.56	\$9,244.56
176677	2/4/2021	170	105437	MUNIQUEP, LLC	1 APS PUMP BACKPLATE AND SEALS	\$8,188.04	\$8,188.04
176740	2/11/2021	110	48918208	UNIVAR SOLUTIONS USA INC	4898.3 GALS SODIUM HYPOCHLORITE	\$3,538.43	\$7,077.93
	2/11/2021	110	48915547		4899.8 GALS SODIUM HYPOCHLORITE	\$3,539.50	
176681	2/4/2021	122	24264	PRIME MECHANICAL SERVICE INC	SERVICE CALL: IRVINGTON PUMP STATION	\$2,019.42	\$7,054.45
	2/4/2021	122	24390		SERVICE CALL: BLDG 70	\$5,035.03	
176660	2/4/2021	143	15413	DW NICHOLSON CORP	CALCIUM THIOSULFATE CHEMICAL TANK	\$6,591.10	\$6,591.10
176639	2/4/2021	170	2000449616	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$6,186.06	\$6,186.06
176651	2/4/2021	170	48161	CALCON SYSTEMS	PLANT FLOW METER CALIBRATION	\$5,990.00	\$5,990.00

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176696	2/11/2021	120	4110541120210201	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/29/21-MTR HYD B34041338	\$574.97	\$5,886.61
	2/11/2021	120	4110541020210201		SERV TO: 01/29/21-MTR HYD B15000284	\$547.39	
	2/11/2021	120	4110552320210201		SERV TO: 01/29/21-MTR HYD B32896066	\$547.39	
	2/11/2021	120	4110540920210201		SERV TO: 01/29/21-MTR HYD B14830349	\$1,066.74	
	2/11/2021	120	4110540720210201		SERV TO: 01/29/21-MTR HYD B16484398	\$602.54	
	2/11/2021	120	4110541320210201		SERV TO: 01/29/21-MTR HYD B16435275	\$1,328.71	
	2/11/2021	120	4110541620210201		SERV TO: 01/29/21-MTR HYD B15001102	\$671.48	
	2/11/2021	120	4110552220210201		SERV TO: 01/29/21-MTR HYD B29389779	\$547.39	
176682	2/4/2021	122	24236	PRIME MECHANICAL SERVICE INC	ANNUAL COIL CLEANING	\$2,200.00	\$5,468.75
	2/4/2021	170	24234		MONTHLY MAINTENANCE - DEC 20	\$915.00	
	2/4/2021	170	24238		ANNUAL COIL CLEANING	\$1,345.00	
	2/4/2021	170	24237		MONTHLY MAINTENANCE - DEC 20	\$1,008.75	
176659	2/4/2021	173	23025514	DOCUSIGN INC	ANNUAL SUBSCRIPTION 01/10/21 - 01/09/22	\$5,363.60	\$5,363.60
176698	2/11/2021		15929335	AT&T	SERV: 12/20/20 - 01/19/21	\$23.59	\$3,815.04
	2/11/2021		15929359		SERV: 12/20/20 - 01/19/21	\$240.09	
	2/11/2021		15929337		SERV: 12/20/20 - 01/19/21	\$3,551.36	
176733	2/11/2021	120	916004446510	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - FEB 2021	\$3,682.75	\$3,682.75
176735	2/11/2021	110	21011929	S&S TRUCKING	GRIT HAULING 01/13 & 01/15/2021	\$1,739.97	\$3,659.53
	2/11/2021	110	21011204		GRIT HAULING 01/04 & 01/07/2021	\$1,919.56	

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176712	2/11/2021	170	317022	CITY OF FREMONT	RANGE 2 HAZMAT STORAGE PERMIT	\$327.96	\$3,354.30
	2/11/2021	170	317021		RANGE 3 HAZMAT STORAGE PERMIT	\$703.80	
	2/11/2021	170	317020		RANGE 5 HAZMAT STORAGE PERMIT	\$1,994.58	
	2/11/2021	170	317616		RANGE 2 HAZMAT STORAGE PERMIT	\$327.96	
176693	2/4/2021		9871703869	VERIZON WIRELESS	WIRELESS SERV & TABLETS 12/21/20-01/20/21	\$3,149.63	\$3,149.63
176657	2/4/2021	122	2058	COELHO'S BODY REPAIR & AUTO	REPAIR VEHICLE P8365	\$2,915.30	\$2,915.30
176648	2/4/2021	170	3354	BAY POWER LLC	GENERATOR 2 & 5 TROUBLESHOOTING	\$2,680.50	\$2,680.50
176729	2/11/2021	143	79838082	PACIFIC GAS AND ELECTRIC	SERVICE UPGRADE FEE - CHERRY ST. PS	\$2,500.00	\$2,500.00
176664	2/4/2021	173	12274929	HACH COMPANY	WIMS ANNUAL SUPPORT 01/09/21-01/08/22	\$2,418.43	\$2,418.43
176678	2/4/2021	170	132373	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - JAN 2021	\$2,385.68	\$2,385.68
176642	2/4/2021		20210110	AMAZON.COM LLC	01/21 - ASTD OFFICE SUPPLIES	\$2,352.71	\$2,352.71
176703	2/11/2021	113	616922	CALTEST ANALYTICAL LABORATORY	13 LAB SAMPLE ANALYSIS	\$899.75	\$2,269.05
	2/11/2021	113	617981		24 LAB SAMPLE ANALYSIS	\$1,369.30	
176701	2/11/2021		114571	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE	\$743.14	\$2,222.64
	2/11/2021		114572		5104 LBS SODIUM HYDROXIDE	\$1,479.50	
176724	2/11/2021		52549288	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$622.01	\$2,088.50
	2/11/2021	170	51620384		1 EMERGENCY SIGN	\$122.92	
	2/11/2021		52860975		ASTD PARTS & MATERIALS	\$819.26	
	2/11/2021	170	52535839		3 STEEL DRUMS	\$524.31	

**UNION SANITARY DISTRICT
CHECK REGISTER
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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176647	2/4/2021		15865214	AT&T	SERV: 12/10/20 - 01/09/21	\$983.88	\$1,932.98
	2/4/2021		15895642		SERV: 12/13/20 - 01/12/21	\$751.30	
	2/4/2021		15895645		SERV: 12/13/20 - 01/12/21	\$66.46	
	2/4/2021		15895646		SERV: 12/13/20 - 01/12/21	\$88.14	
	2/4/2021		15895644		SERV: 12/13/20 - 01/12/21	\$43.20	
176709	2/11/2021	143	258519	ENGEO INCORPORATED	ALAMEDA CREEK-FORCEMAIN CROSSING GEOTECH	\$1,887.00	\$1,887.00
176713	2/11/2021		9765054029	GRAINGER INC	2 PACKS DISPOSABLE GLOVES	\$58.08	\$1,750.00
	2/11/2021		9765325536		2 PACKS DISPOSABLE GLOVES	\$58.08	
	2/11/2021		9764612611		ASTD PARTS & MATERIALS	\$74.02	
	2/11/2021		9761239731		40 PACKS DISPOSABLE GLOVES	\$759.91	
	2/11/2021		9765065629		12 PACKS DISPOSABLE GLOVES	\$348.48	
	2/11/2021	123	9764630852		3 AIR PRESSURE REGULATORS	\$236.76	
	2/11/2021	170	9750574411		2 RECESSED PLUGS	\$11.39	
	2/11/2021		9765065611		4 PACKS DISPOSABLE GLOVES	\$116.16	
	2/11/2021		9765065603		3 PACKS DISPOSABLE GLOVES	\$87.12	
176732	2/11/2021	170	24420	PRIME MECHANICAL SERVICE INC	SERVICE CALL: MAINT ROOM	\$554.75	\$1,739.75
	2/11/2021	122	24424		SERVICE CALL: BLDG 70	\$1,185.00	
176716	2/11/2021	132	7703257	JACKSON LEWIS PC	GENERAL LEGAL - DEC 2020	\$1,672.00	\$1,672.00

**UNION SANITARY DISTRICT
CHECK REGISTER
01/30/2021-02/12/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176743	2/11/2021	121	46903	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$1,287.21	\$1,592.71
	2/11/2021	121	46911		CAMERA PARTS	\$305.50	
176652	2/4/2021		255309	CALIFORNIA DYNAMICS CO	12 ISOLATOR SPRINGS	\$1,585.38	\$1,585.38
176691	2/4/2021		495031	VALLEY OIL COMPANY	BULK OIL	\$1,526.66	\$1,526.66
176671	2/4/2021	170	182269	KAMAN INDUSTRIAL TECHNOLOGIES	2 ODOR SCRUBBER PILLOW BLOCKS	\$1,456.44	\$1,456.44
176699	2/11/2021	143	7245	BAY AREA COATING CONSULTANT	COATINGS INSPECTION - PRIMARY DIGESTER NO. 2 REHAB	\$1,446.00	\$1,446.00
176725	2/11/2021	170	2115812	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - FEB 2021	\$1,245.43	\$1,245.43
176684	2/4/2021	172	820991050325	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: J. RUIZ	\$208.00	\$1,162.95
	2/4/2021	111	820991050463		SAFETY SHOES: A. FARSAI	\$171.78	
	2/4/2021	141	82099367581		SAFETY SHOES: J. HWANG	\$208.00	
	2/4/2021	121	82099697860		SAFETY SHOES: R. SHENK	\$181.46	
	2/4/2021	172	82099697892		SAFETY SHOES: M. MOSELY	\$185.71	
	2/4/2021	172	820991050389		SAFETY SHOES: T. TEALE	\$208.00	
176711	2/11/2021	130	25783	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$1,161.00	\$1,161.00
176641	2/4/2021	110	4071037120210121	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/19/21-BENSON ROAD	\$1,009.73	\$1,108.72
	2/4/2021	110	4071038120210121		SERV TO: 01/19/21-BENSON ROAD	\$98.99	
176676	2/4/2021		24101716	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$303.07	\$1,031.34
	2/4/2021		24101717		ASTD PARTS & MATERIALS	\$178.22	
	2/4/2021	123	24101999		ASTD PARTS & MATERIALS	\$550.05	

**UNION SANITARY DISTRICT
CHECK REGISTER
01/30/2021-02/12/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176708	2/11/2021	173	506254	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - DEC 2020	\$888.15	\$888.15
176739	2/11/2021		21956	TESLA INC	REFUND # 33342	\$800.00	\$800.00
176734	2/11/2021	170	419499	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$724.35	\$724.35
176700	2/11/2021	120	15835751	BLAISDELL'S	2 CALENDARS	\$20.85	\$720.87
	2/11/2021	120	15818380		ASTD OFFICE SUPPLIES	\$184.34	
	2/11/2021	130	15837460		1 TONER	\$188.72	
	2/11/2021	120	15835750		ASTD OFFICE SUPPLIES	\$326.96	
176672	2/4/2021	132	29499	LIGHTHOUSE SERVICES, LLC	YEARLY HOTLINE TELEPHONE SVC 2/1/21 - 2/1/22	\$690.00	\$690.00
176663	2/4/2021		9759222129	GRAINGER INC	ASTD PARTS & MATERIALS	\$321.95	\$680.18
	2/4/2021	170	9758215785		ASTD PARTS & MATERIALS	\$5.69	
	2/4/2021	171	9755853984		ASTD PARTS & MATERIALS	\$105.50	
	2/4/2021	170	9759222111		ASTD PARTS & MATERIALS	\$247.04	
176697	2/11/2021		1102481236	ARAMARK	UNIFORM LAUNDERING SERVICE	\$354.06	\$674.48
	2/11/2021	136	1102481281		ASTD DUST MOPS, WET MOPS & TERRY	\$47.32	
	2/11/2021		1102481221		UNIFORM LAUNDERING & RUGS	\$273.10	
176656	2/4/2021	132	210214687	CLAREMONT BEHAVIORAL SERVICES	FEB 2021 EAP PREMIUMS	\$657.80	\$657.80
176646	2/4/2021		1102477628	ARAMARK	UNIFORM LAUNDERING & RUGS	\$263.53	\$611.59
	2/4/2021		1102477642		UNIFORM LAUNDERING SERVICE	\$348.06	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
176723	2/11/2021	113	2101451	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$52.00	\$575.00
	2/11/2021	113	2101452		LAB SAMPLE ANALYSIS	\$523.00	
176736	2/11/2021		732221916401	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$482.98	\$534.28
	2/11/2021		732286560201		JANITORIAL & BREAKROOM SUPPLIES	\$51.30	
176645	2/4/2021		20923	JOSEPH ANGEJA	REFUND # 32331	\$500.00	\$500.00
176662	2/4/2021		17810	PRADEEP GARG	REFUND # 32314	\$500.00	\$500.00
176683	2/4/2021		22986	RAPID (TRIPLE A) PLUMBING	REFUND # 33340	\$500.00	\$500.00
176707	2/11/2021		10527	ANKUSH DHAM	REFUND # 30152	\$500.00	\$500.00
176669	2/4/2021		604206408	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$466.78	\$466.78
176688	2/4/2021		29809	THE CONSTRUCTION ZONE LLC	4TRAFFIC SIGNS	\$427.70	\$427.70
176674	2/4/2021	113	2101259	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$395.00	\$395.00
176741	2/11/2021	170	31573552	UPS - UNITED PARCEL SERVICE	FREIGHT CHARGE	\$394.67	\$394.67
176719	2/11/2021	170	367684	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$370.41	\$370.41
176675	2/4/2021	123	51441934	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$-59.55	\$361.32
	2/4/2021		52158759		ASTD PARTS & MATERIALS	\$70.18	
	2/4/2021	123	51471918		ASTD PARTS & MATERIALS	\$59.55	
	2/4/2021		52085532		ASTD PARTS & MATERIALS	\$291.14	
176727	2/11/2021	170	24101501	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$304.13	\$304.13
176670	2/4/2021	173	202271642	IRON MOUNTAIN	DATA/MEDIA OFF-SITE STORAGE - DEC 2020	\$300.00	\$300.00

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176687	2/4/2021	170	85340220210121	SAN FRANCISCO WATER DEPT	SERVICE 12/20/2020 - 01/20/21	\$281.51	\$281.51
176680	2/4/2021	122	272567	PRESTIGE LENS LAB	SAFETY GLASSES - DELAROSA	\$267.79	\$267.79
176643	2/4/2021		986836845846	AMAZON.COM LLC	24 BOOT PROTECTOR BALSAM	\$263.52	\$263.52
176715	2/11/2021	173	6046301	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE	\$250.00	\$250.00
176744	2/11/2021	170	17737	WESTERN MACHINE & FAB INC	1 LOCK WASHER	\$224.99	\$224.99
176722	2/11/2021		5017427	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS	\$207.58	\$207.58
176692	2/4/2021		494891	VALLEY OIL COMPANY	40 TUBES GREASE	\$201.29	\$201.29
176653	2/4/2021	143	B0942	STATE OF CALIFORNIA	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$200.77	\$200.77
176658	2/4/2021	111	20210126	CWEA	MEMBERSHIP RENEWAL - K VONG	\$192.00	\$192.00
176673	2/4/2021	132	1334	LONG THOUGHT SOLUTIONS LLC	PROGRAMMING CHANGES FOR OPTIMUM HQ	\$187.50	\$187.50
176649	2/4/2021	170	15818631	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$10.95	\$136.67
	2/4/2021	130	15808550		ASTD OFFICE SUPPLIES	\$50.21	
	2/4/2021	170	15818630		ASTD OFFICE SUPPLIES	\$40.96	
	2/4/2021	130	15800451		ASTD OFFICE SUPPLIES	\$16.45	
	2/4/2021	130	15800450		ASTD OFFICE SUPPLIES	\$18.10	
176640	2/4/2021	121	9108960550	AIRGAS NCN	ASTD PARTS & MATERIALS	\$16.63	\$135.85
	2/4/2021	171	9109006724		ASTD PARTS & MATERIALS	\$119.22	
176685	2/4/2021		110820	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE FEB 2021	\$112.00	\$112.00
176710	2/11/2021	111	20210204	AUSTIN FARSAI	EXP REIMB: INSOLES	\$105.89	\$105.89

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176667	2/4/2021		3581901	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	\$98.74	\$98.74
176705	2/11/2021		70162637	CONCENTRA MEDICAL CENTERS	1 DOT PHYSICAL	\$63.00	\$63.00
176694	2/4/2021	113	8803449444	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$57.42	\$57.42
176737	2/11/2021	170	89512	SWAGELOK NORTHERN CA	ASTD PARTS & MATERIALS	\$43.16	\$43.16
176728	2/11/2021	170	096020210201	PACIFIC GAS AND ELECTRIC	SERV TO 01/31/21 CATHODIC PROJECT	\$42.08	\$42.08
176665	2/4/2021	130	276941	HANIGAN COMPANY INC	BUSINESS CARDS - M. HICKS	\$38.68	\$38.68
176679	2/4/2021		20210202	WILLIAM NEWMAN	EXP REIMB: LIVESCAN FEE PRE-EMPLOYMENT	\$36.55	\$36.55
176714	2/11/2021	170	768520210128	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - JAN 2021	\$31.97	\$31.97
176661	2/4/2021	143	725291426	FEDERAL EXPRESS CORPORATION	SHIPPING SERVICE - ALAMEDA CREEK-FORCEMAIN CROSSING GEOTE	\$27.10	\$27.10
176726	2/11/2021	122	7818613	MOTION & FLOW CONTROL PRODUCTS	ASTD PARTS & MATERIALS	\$26.48	\$26.48
176686	2/4/2021		20210202	DANIEL RODRIGUEZ	EXP REIMB: LIVESCAN FEE PRE-EMPLOYMENT	\$25.19	\$25.19
176742	2/11/2021	113	8803483488	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$11.62	\$11.62
176720	2/11/2021	136	20210208	RICHARD LEBON	EXP REIMB: SHIPPING SUPPLIES	\$10.42	\$10.42

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
Invoices:					Checks:		
Credit Memos :			1	-59.55			
\$0 - \$1,000 :			118	35,536.75	\$0 - \$1,000 :	50	15,856.48
\$1,000 - \$10,000 :			61	221,914.06	\$1,000 - \$10,000 :	39	128,843.52
\$10,000 - \$100,000 :			15	460,034.49	\$10,000 - \$100,000 :	15	472,491.48
Over \$100,000 :			2	515,532.51	Over \$100,000 :	2	615,766.78
Total:			197	1,232,958.26	Total:	106	1,232,958.26